

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On July 26, 2006, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

- 1) Order Under 11 U.S.C. §§ 363 and 365 and Fed.R.Bankr.P. 2002, 6004, 6006, and 9014 Authorizing and Approving (I) Sale of Certain of Debtors' Assets Comprising Substantially All of Assets of MobileAria, Inc. Free and Clear of Liens, Claims, and Encumbrances, (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Assumption of Certain Liabilities (MobileAria Sale Order) (Docket No. 4655) (Modified to include corrected Exhibit Schedule 2) [a copy of which is attached hereto as Exhibit D]
- 2) Order Under 11 U.S.C. §§ 105 and 363 Authorizing the Debtors to: (A) Fix Second Half 2006 AIP Targets and Continue AIP Program and (B) Further Adjourn KECP Emergence Incentive Program Hearing (Supplemental AIP Order) (Docket No. 4660) [a copy of which is attached hereto as Exhibit E]
- 3) Order Implementing Final Trading Order in Respect of Acquisition of Stock Harbinger Capital Partners Master Fund I, Ltd (Harbinger Trading Order) (Docket No. 4661) [a copy of which is attached hereto as Exhibit F]
- 4) Order Under 11 U.S.C. § 363(b) and Fed.R.Bankr.P. 6004 Authorizing the Debtors to Enter into an Agreement with A.T. Kearney, Inc. (Docket No. 4662) [a copy of which is attached hereto as Exhibit G]

On July 26, 2006, I caused to be served the document listed below (i) upon the parties listed on Exhibit H hereto via overnight delivery and (iii) upon the parties listed on Exhibit I hereto via postage pre-paid U.S. mail:

- 5) Order Under 11 U.S.C. §§ 363 and 365 and Fed.R.Bankr.P. 2002, 6004, 6006, and 9014 Authorizing and Approving (I) Sale of Certain of Debtors' Assets Comprising Substantially All of Assets of MobileAria, Inc. Free and Clear of Liens, Claims, and Encumbrances, (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Assumption of Certain Liabilities (MobileAria Sale Order) (Docket No. 4655) [a copy of which is attached hereto as Exhibit D]

On July 26, 2006, I caused to be served the document listed below (i) upon the parties listed on Exhibit J hereto via postage pre-paid U.S. mail:

- 6) Order Under 11 U.S.C. §§ 105 and 363 Authorizing the Debtors to: (A) Fix Second Half 2006 AIP Targets and Continue AIP Program and (B) Further Adjourn KECP Emergence Incentive Program Hearing (Supplemental AIP Order) (Docket No. 4660) [a copy of which is attached hereto as Exhibit E]

On July 26, 2006, I caused to be served the document listed below (i) upon the parties listed on Exhibit K hereto via overnight delivery:

- 7) Order Implementing Final Trading Order in Respect of Acquisition of Stock Harbinger Capital Partners Master Fund I, Ltd (Harbinger Trading Order) (Docket No. 4661) [a copy of which is attached hereto as Exhibit F]

On July 26, 2006, I caused to be served the document listed below (i) upon the parties listed on Exhibit L hereto via overnight delivery:

- 8) Order Under 11 U.S.C. § 363(b) and Fed.R.Bankr.P. 6004 Authorizing the Debtors to Enter into an Agreement with A.T. Kearney, Inc. (Docket No. 4662) [a copy of which is attached hereto as Exhibit G]

Dated: July 28, 2006

/s/ Evan Gershbein  
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 28th day of July, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Sarah Elizabeth Frankel

Commission Expires: 12/23/08

# **EXHIBIT A**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
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Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	<a href="mailto:donald.bernstein@dpw.com">donald.bernstein@dpw.com</a> <a href="mailto:brian.resnick@dpw.com">brian.resnick@dpw.com</a>	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	<a href="mailto:sean.p.corcoran@delphi.com">sean.p.corcoran@delphi.com</a> <a href="mailto:karen.i.craft@delphi.com">karen.i.craft@delphi.com</a>	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	<a href="mailto:mike.nefkens@eds.com">mike.nefkens@eds.com</a>	Creditor Committee Member
Flextronics International Flextronics International USA, Inc.	Carrie L. Schiff Paul W. Anderson	305 Interlocken Parkway 2090 Fortune Drive 6501 William Cannon Drive West		Broomfield San Jose	CO CA	80021 95131	303-927-4853 408-428-1308		<a href="mailto:cschiff@flextronics.com">cschiff@flextronics.com</a> <a href="mailto:paul.anderson@flextronics.com">paul.anderson@flextronics.com</a>	Counsel for Flextronics International Counsel for Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III		MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	<a href="mailto:trey.chambers@freescale.com">trey.chambers@freescale.com</a>	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheier Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	<a href="mailto:rodbuie@ffhsi.com">rodbuie@ffhsi.com</a> <a href="mailto:sliviri@ffhsi.com">sliviri@ffhsi.com</a>	Counsel to Equity Security Holders Committee
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IUE-CWA	Conference Board Chairman	2360 W. Dorothy Lane	Suite 201	Dayton	OH	45439	937-294-7813	937-294-9164		Creditor Committee Member
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Tyco Electronics Corporation	MaryAnn Brereton, Assistant General Counsel	60 Columbia Road		Morristown	NJ	7960	973-656-8365	973-656-8805		Creditor Committee Member

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
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Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	<a href="mailto:mwarner@warnerstevens.com">mwarner@warnerstevens.com</a>	Proposed Conflicts Counsel for the Official Committee of Unsecured Creditors
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## **EXHIBIT B**

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# **EXHIBIT C**

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## **EXHIBIT D**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

ORDER UNDER 11 U.S.C. §§ 363 AND 365 AND FED. R. BANKR. P. 2002,  
6004, 6006, AND 9014 AUTHORIZING AND APPROVING (I) SALE OF CERTAIN  
OF DEBTORS' ASSETS COMPRISING SUBSTANTIALLY ALL OF ASSETS OF  
MOBILEARIA, INC. FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES,  
(II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES, AND (III) ASSUMPTION OF CERTAIN LIABILITIES

("MOBILEARIA SALE ORDER")

Upon the motion, dated June 6, 2006 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for orders pursuant to 11 U.S.C. §§ 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (a) approving (i) bidding procedures, (ii) the granting of certain bid protections, (iii) the form and manner of sale notices, and (iv) the setting of a sale hearing (the "Sale Hearing") and (b) authorizing and approving (i) the sale (the "Sale") of certain of the Debtors' assets (the "Acquired Assets") comprising substantially all of the assets of MobileAria, Inc. ("MobileAria") free and clear of liens, claims and encumbrances to Wireless Matrix USA, Inc. (the "Purchaser") pursuant to the Asset Sale and Purchase Agreement dated June 6, 2006 by and between MobileAria and the Purchaser (as amended on the record at the auction held on July 6, 2006 to, inter alia, increase the cash consideration to be provided by

the Purchaser to \$11.2 million, the "Agreement"),<sup>1</sup> or to the party submitting the highest or otherwise best bid (the "Successful Bidder") at the auction held on July 6, 2006 (the "Auction"), (ii) the assumption and assignment of certain executory contracts and unexpired leases (including the Post-Petition Contracts) (the "Assigned Contracts") to the Purchaser or the Successful Bidder, and (iii) the assumption of certain liabilities (the "Assumed Liabilities") by the Purchaser or the Successful Bidder; and the Court having entered an order on June 22, 2006 (the "Bidding Procedures Order") approving (a) bidding procedures, (b) the granting of certain bid protections, (c) the form and manner of sale notices, and (d) the setting of the Sale Hearing; and the Auction having been held on July 6, 2006; and the Sale Hearing having been held on July 19, 2006, at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered (x) the Motion, (y) the objections thereto, all of which have been resolved, (z) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of MobileAria, its estate, its creditors, and all other parties in interest; and the Court having considered the arguments of counsel at the Sale Hearing; and upon the record of the Sale Hearing; and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>2</sup>

A. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. A true and correct copy of the Agreement is attached hereto as Schedule 1.

<sup>2</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363 and 365 of 11 U.S.C. §§ 101-1330, as in effect on October 14, 2005 (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment of the Assigned Contracts, and the Cure Amounts has been provided in accordance with 11 U.S.C. §§ 102(l), 363, and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale or the assumption and assignment of the Assigned Contracts is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, MobileAria has marketed the Acquired Assets and conducted the sale process in compliance with the Bidding Procedures Order, and the Auction was duly noticed and conducted in a non-collusive, fair, and good faith manner.

E. MobileAria (i) has full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the transfer and conveyance of the Acquired Assets by MobileAria has been duly and validly authorized by all necessary corporate action of MobileAria, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, and (iii) has taken all corporate



action necessary to authorize and approve the Agreement and the consummation by MobileAria of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Agreement, are required for MobileAria to consummate such transactions.

F. MobileAria has demonstrated both (i) good, sufficient, and sound business purpose and justification for the Sale, because, among other things, MobileAria and its advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Acquired Assets and determined that the terms and conditions set forth in the Agreement, and the transfer to Purchaser of the Acquired Assets pursuant thereto, represent a fair and reasonable purchase price and constitute the highest or otherwise best value obtainable for the Acquired Assets and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization in that, among other things, absent the Sale the value of the Acquired Assets will be substantially diminished.

G. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including without limitation: (i) the Office of the United States Trustee for the Southern District of New York, (ii) counsel for the Purchaser, (iii) counsel for @Road, Inc., (iv) counsel for the Official Committee of Unsecured Creditors appointed in the above-captioned chapter 11 cases (the "Creditors' Committee"), (v) counsel for the Official Committee of Equity Security Holders appointed in the above-captioned chapter 11 cases, (vi) all entities known to have expressed an interest in a transaction with respect to the Acquired Assets during the past six months, (vii) all entities known to have asserted any Interests or Claims (as defined below) in or upon the Acquired Assets, (viii) all federal, state, and local regulatory or taxing authorities or recording

offices, including but not limited to environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (ix) all parties to Assigned Contracts, (x) the United States Attorney's office, (xi) the United States Department of Justice, (xii) the Securities and Exchange Commission, (xiii) the Internal Revenue Service, (xiv) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")) and such other entities that are required to be served with notices under the Supplemental Case Management Order.

H. The Purchaser is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101(31).

I. The Agreement was negotiated, proposed, and entered into by MobileAria and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither MobileAria nor the Purchaser has engaged in any conduct that would cause or permit the Sale to be avoidable under 11 U.S.C. § 363(n).

J. The Purchaser is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby. The Purchaser is acting in good faith within the meaning of 11 U.S.C. § 363(m) in undertaking the transactions contemplated by the Agreement.

K. The consideration provided by the Purchaser for the transfer of the Acquired Assets and the assignment of the Assigned Contracts pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, (iii) will provide a greater recovery for MobileAria's creditors than would be provided by any other

practical available alternative, the Debtors having reserved, however, all of the rights against @Road, Inc., and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. Such transfers and assignments constitute transfers and assignments for reasonably equivalent value and fair consideration.

L. The Sale must be approved and consummated promptly to preserve the viability of MobileAria as a going concern. A prompt Sale of the Acquired Assets is the best way to maximize value for the MobileAria's estate and creditors.

M. With the exception of the Assumed Liabilities, the transfer of the Acquired Assets and the assignment of the Assigned Contracts to the Purchaser pursuant to the Agreement will be a legal, valid, and effective transfer of the Acquired Assets and assignment of the Assigned Contracts, and will vest the Purchaser with all right, title, and interest to the Acquired Assets and all rights related to the Assigned Contracts free and clear of any and all liens, claims, interests, and encumbrances of any type whatsoever (whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to October 14, 2005, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), including, but not limited to those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of MobileAria's or the Purchaser's interest in the Acquired Assets, or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the

operation of MobileAria's business prior to the transfer of the Acquired Assets to the Purchaser (collectively, the "Interests and/or Claims").

N. If the Sale of the Acquired Assets were not free and clear of all Interests and/or Claims as set forth in the Agreement and this Sale Order, or if the Purchaser would, or in the future could, be liable for any of the Interests and/or Claims as set forth in the Agreement and this Sale Order, including, without limitation, the Retained Liabilities, the Purchaser would not have entered into the Agreement and would not consummate the Sale or the transactions contemplated by the Agreement, thus adversely affecting MobileAria, its estate, and its creditors.

O. MobileAria may sell its interests in the Acquired Assets free and clear of all Interests and/or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those (i) holders of Interests and/or Claims and (ii) non-debtor parties to the Assigned Contracts who did not object, or who withdrew, settled, or otherwise resolved their objections, to the Sale, the Motion, or the assumption and assignments of Assigned Contracts contemplated by the Agreement and the Motion, are deemed to have consented to the Sale, to such assumption and assignments, and to the other transactions contemplated in the Agreement, pursuant to 11 U.S.C. §§ 363(f)(2) and 365(c). Those (i) holders of Interests and/or Claims and (ii) non-debtor parties to Assigned Contracts who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests and/or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest or Claim.

P. The (i) transfer of the Acquired Assets to the Purchaser and (ii) assumption and assignment to the Purchaser of the Assigned Contracts and Assumed Liabilities will not subject the Purchaser to any liability whatsoever with respect to the operation of the

Business prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust or successor or transferee liability.

Q. MobileAria has demonstrated that it is an exercise of its sound business judgment to assume and assign the Assigned Contracts to the Purchaser in connection with the consummation of the Sale, and the assumption and assignment of the Assigned Contracts is in the best interests of MobileAria, its estate, and its creditors. The Assigned Contracts being assigned to, and the liabilities being assumed by, the Purchaser are an integral part of the Business and the Acquired Assets being purchased by the Purchaser and, accordingly, such assumption and assignment of Assigned Contracts and liabilities are reasonable, enhance the value of MobileAria's estate, and do not constitute unfair discrimination.

R. MobileAria has (i) cured, or has provided adequate assurance of cure, of any monetary or non-monetary default existing prior to the Closing Date under any of the Assigned Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(A), by payment of the amounts provided on Schedule 2 hereto, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(B) (the "Cure"). Further, the Purchaser has provided adequate assurance of its future performance of and under the Assigned Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B). The Court hereby finds that the Assigned Contracts to be assumed and assigned under the Agreement shall be assigned and transferred to, and remain in

full force and effect for the benefit of Purchaser notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer, pursuant to 11 U.S.C. § 365(f).

S. Approval of the Agreement and consummation of the Sale of the Acquired Assets and assignment of the Assigned Contracts at this time are in the best interests of MobileAria, its creditors, its estate, and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED THAT:

General Provisions

1. The Motion is GRANTED.
2. All objections to the Motion or the relief requested therein, including, without limitation, objections to the Sale, any Cures or Cure Amounts, or the assumption and assignment of the Assigned Contracts, that have not been withdrawn, waived, settled, or otherwise resolved, and all reservations of rights included therein, are hereby overruled on the merits.

Approval Of The Agreement

3. Pursuant to 11 U.S.C. § 363(b), the Agreement and all of the terms and conditions thereof are hereby approved.
4. Pursuant to 11 U.S.C. § 363(b), MobileAria is authorized and directed to perform its obligations under the Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Agreement.
5. Each of the signatories to the Agreement is directed to take all actions necessary or appropriate to effectuate the terms of this Sale Order.

6. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession, the Acquired Assets and the Assigned Contracts, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

7. This Sale Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of MobileAria, the Purchaser, all successors and assigns of the Purchaser and MobileAria, all affiliates and subsidiaries of the Purchaser and MobileAria, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. To the extent any provision of this Sale Order is inconsistent with the terms of the Agreement, this Sale Order shall govern.

8. The Agreement and any related agreements, documents, or other instruments, including, without limitation, the Ancillary Agreements, may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

#### Sale And Transfer Of The Acquired Assets

9. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Sale Order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the consummation of the Agreement, the Acquired Assets shall be transferred to the Purchaser free

and clear of all Interests and/or Claims of any kind or nature whatsoever, with all such Interests and/or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against the Acquired Assets, subject to any claims and defenses MobileAria may possess with respect thereto.

10. The transfer of the Acquired Assets and the assignment of the Assigned Contracts to the Purchaser pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets and assignment of the Assigned Contracts , and shall vest the Purchaser with all right, title, and interest in and to the Acquired Assets and the assignment of the Assigned Contracts free and clear of all Interests and/or Claims of any kind or nature whatsoever, including without limitation, any Interests or Claims held by any of the Debtors, their affiliates, their affiliates' creditors, vendors, suppliers, customers, employees or lessors and any other person (collectively, "Claimants"). Purchaser shall not be liable in any way (as assignee, successor entity, or otherwise) for any Interests or Claims that any Claimant or other third party may have against MobileAria or its affiliates, or the Business, or under any Assigned Contract.

11. If any person or entity which has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests or Claims against or in the Acquired Assets shall not have delivered the foregoing to MobileAria prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Acquired Assets, or otherwise, then (a) MobileAria is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) the Purchaser is hereby



authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests and/or Claims in the Acquired Assets of any kind or nature whatsoever.

12. This Sale Order (a) shall be effective as a determination that, upon the Closing Date, all Interests and/or Claims of any kind or nature whatsoever existing as to MobileAria, the Acquired Assets, or the Assigned Contracts prior to the Closing Date have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

13. Except as expressly permitted or otherwise specifically provided by the Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade, and other creditors, holding Interests or Claims of any kind or nature whatsoever against or in MobileAria or the Acquired Assets or the Assigned Contracts (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, MobileAria, the Acquired Assets, the Assigned Contracts, the operation of the Business prior to the Closing

Date, or the transfer of the Acquired Assets and the Assigned Contracts to the Purchaser, hereby are forever barred from asserting against the Purchaser, its successor or assign, its property, the Acquired Assets or the Assigned Contracts, such persons' or entities' Interests or Claims.

14. Upon the consummation of the transactions contemplated by the Agreement, the Purchaser shall not be deemed to (a) be the successor of MobileAria, (b) have, de facto, or otherwise, merged with or into MobileAria, (c) be a mere continuation or substantial continuation of MobileAria or the enterprise(s) of MobileAria, or (d) be liable for any acts or omissions of MobileAria in the conduct of the Business.

Assumption And Assignment To The Purchaser Of The Assigned Contracts

15. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned upon the Closing Date, MobileAria's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Agreement, of the Assigned Contracts is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f) with respect thereto are hereby deemed satisfied.

16. MobileAria is hereby authorized and directed in accordance with 11 U.S.C. §§ 105(a), 363, and 365 to (a) assume and assign to the Purchaser, effective upon the Closing Date, the Assigned Contracts free and clear of all Interests and/or Claims of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts and Assumed Liabilities to the Purchaser.

17. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms,

notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and, pursuant to 11 U.S.C. § 365(k), MobileAria shall be relieved from any further liability with respect to the Assigned Contracts after such assignment to and assumption by the Purchaser, except for the Cure of any defaults required to be cured by MobileAria pursuant to 11 U.S.C. § 365(b) as expressly provided herein.

18. All monetary or non-monetary defaults or other obligations of MobileAria under the Assigned Contracts (including, without limitation, any Cure obligations) subsequently arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by MobileAria on or before the Closing Date or as soon thereafter as practicable, and the Purchaser shall have no liability or obligation with respect to any Interest or Claim arising from any Assigned Contract that arose or accrued prior to the Closing Date (including, without limitation, any Cure obligations), except as otherwise expressly provided in the Agreement. Each non-debtor party to any Assigned Contracts is deemed to have consented to the assumption and assignment of the Assigned Contracts to Purchaser and is forever barred from asserting any default existing as of the date of the Closing or any purported written or oral modification to the Assigned Contracts.

19. Each non-Debtor party to an Assigned Contract hereby is forever barred, estopped, and permanently enjoined from (a) asserting against MobileAria or the Purchaser, or the property of either of them, any default existing, arising or accruing on or before the Closing Date, (b) asserting against the Purchaser any counterclaim, defense, setoff or any other Interest or Claim asserted or assertable against MobileAria, and (c) imposing or charging against

Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of MobileAria's assumption and assignment to Purchaser of the Assigned Contracts. The validity of the assumption and assignment of the Assigned Contracts shall not be affected by any dispute between MobileAria or any of its affiliates and any non-debtor party to an Assigned Contract.

20. The failure of MobileAria or the Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of MobileAria's and Purchaser's rights to enforce every term and condition of the Assigned Contracts.

#### Additional Provisions

21. The consideration provided by the Purchaser for the Acquired Assets under the Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, possession, or the District of Columbia.

22. Upon the occurrence of the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets and Assigned Contracts or a bill of sale transferring good and marketable title in such Acquired Assets and Assigned Contracts to the Purchaser on pursuant to the terms of the Agreement.

23. Except as otherwise provided in the Agreement, upon the Closing Date, each of MobileAria's creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Interests and/or Claims against the

Acquired Assets and the Assigned Contracts, if any, as may have been recorded or may otherwise exist.

24. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

25. All entities who are currently, or as of the Closing Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed pursuant to the Agreement are hereby directed to surrender possession of the Acquired Assets to the Purchaser upon the occurrence of the Closing Date.

26. The Purchaser shall have no liability or responsibility for any liability or other obligation of MobileAria arising under or related to the Acquired Assets or the Assigned Contracts other than for the Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Agreement, the Purchaser shall not be liable for any Interests or Claims against MobileAria or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to MobileAria or any obligations of MobileAria arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Business prior to the Closing Date.

27. Any amounts that become payable by MobileAria pursuant to the Agreement or any Ancillary Agreement shall (a) constitute administrative expenses of

MobileAria's estate under 11 U.S.C. §§ 503(b) and 507(a)(1), and (b) be immediately payable if and when such obligation to pay or bear such amount shall arise under the Agreement, without any further order of this Court.

28. Purchaser shall not be liable, either directly or indirectly, as purchaser, successor, transferee, assignee or otherwise, for any liabilities of or any Interest or Claim against or in MobileAria or any of its affiliates (whether under federal or state law or otherwise). Under no circumstances shall the Purchaser be deemed a successor of or to MobileAria for any Interest or Claim against or in MobileAria or the Acquired Assets of any kind or nature whatsoever. The sale, transfer, assignment, and delivery of the Acquired Assets shall not be subject to any Interests or Claims, and Interests or Claims of any kind or nature whatsoever shall remain with, and continue to be obligations of, MobileAria. All persons holding Interests or Claims against or in MobileAria or the Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests or Claims of any kind or nature whatsoever against the Purchaser, its property, its successors and assigns, the Acquired Assets, or the Assigned Contracts with respect to any Interest or Claim of any kind or nature whatsoever such person or entity had, has, or may have against or in MobileAria, its estate, its officers, its directors, its shareholders, the Acquired Assets, or the Assigned Contracts.

29. Nothing contained in any plan of reorganization confirmed in the above-captioned cases or any order of this Court confirming such plan shall conflict with or derogate from the provisions of the Agreement or the terms of this Sale Order.

30. The transactions contemplated by the Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is used in section 363(m) of the

Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Acquired Assets shall not affect the validity of the Sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

31. The consideration provided by the Purchaser for the Acquired Assets under the Agreement is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

32. MobileAria, including, but not limited to, its officers, employees, and agents, is hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Agreement and this Sale Order. MobileAria shall be, and it hereby is, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order.

33. The terms and provisions of the Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, MobileAria, its estates, and its creditors, the Purchaser, and its respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest or Claim in the Acquired Assets to be sold to the Purchaser pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee, party, entity, or other fiduciary such terms and provisions likewise shall be binding.

34. Notwithstanding anything contained herein to the contrary, the term "Acquired Assets" as defined herein does not include property that is not property of MobileAria's estate, such as funds that are trust funds under any applicable state lien laws.

35. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

36. The failure specifically to include or to reference any particular provision of the Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

37. The provisions of this Sale Order are nonseverable and mutually dependent.

38. Nothing in this Sale Order shall alter or amend the Agreement and the obligations of MobileAria and the Purchaser thereunder.

39. This Court retains exclusive jurisdiction to interpret, construe, enforce and implement the terms and provisions of this Sale Order, the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith (including the Ancillary Agreements) in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets and assignment of the Assigned Contracts to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations owed to MobileAria pursuant to the Agreement, (c) resolve any disputes arising



under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Sale Order, (e) protect the Purchaser against any Interests and/or Claims against MobileAria or the Acquired Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale and (f) determine all disputes among MobileAria, the Purchaser and any non-debtor parties to any Assigned Contract concerning, inter alia, MobileAria's assumption and assignment of any Assigned Contract to Purchaser under the Agreement.

40. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

41. Pursuant to the terms of the Agreement and the Bidding Procedures Order, MobileAria shall credit the Purchaser the amount of one hundred ninety-five thousand dollars (\$195,000.00) against the \$11,200,000 cash consideration to be provided to MobileAria at Closing, after which credit Purchaser shall have no right to the Break-Up Fee.

Verizon Contract

42. Notwithstanding any other provision of this Sale Order, the following shall apply with respect to the assumption of the Verizon Contract and the assignment of the Verizon Contract to the Purchaser:

- (a) Verizon has asserted that MobileAria is responsible for the payment of certain charges and other liabilities, as more particularly identified in Schedule 3 hereto, including, without limitation, all charges that have arisen prior to the date of this Order associated with alleged errors that may have resulted in inaccurate billings

to Verizon (the "Schedule 3 Disputes"), in the amount of up to \$700,000. Any amounts paid by MobileAria with respect to the Schedule 3 Disputes shall be credited to the \$700,000. Verizon and MobileAria shall each work in good faith during the next 60 days to attempt to resolve these matters. In the event that Verizon seeks to recover for charges arising with respect to a Schedule 3 Dispute, Verizon shall submit such charges to MobileAria within 60 days of the date of this Order ("Asserted Schedule 3 Disputes") or be deemed to have waived such Schedule 3 Dispute. If either MobileAria or Verizon reasonably determines that the disputes described on Schedule 3 or with respect to the Asserted Schedule 3 Disputes cannot be resolved consensually, MobileAria or Verizon may seek this Court's determination of same. The Purchaser shall not be liable to Verizon for all or any portion of the alleged amounts due that are described in this subparagraph. Any and all amounts due and owing from MobileAria to Verizon pursuant to this subparagraph (a) shall constitute administrative expenses of MobileAria's estate under 11 U.S.C. §§ 503(b) and 507(a)(1) without further order of the Court with priority over claims of MobileAria's affiliates.

- (b) Other than warranty and indemnity obligations as referred to in subparagraph (c) below, with respect to any defaults under the Verizon Contract that are not known as of the date of this Sale Order, after reasonable investigation, and are not matters of the types that constitute Schedule 3 Disputes (collectively, the "Previously Unasserted Pre-Closing Defaults"), MobileAria shall be responsible for such Previously Unasserted Pre-Closing Defaults under the Verizon Contract up to the sum of \$1,000,000. Verizon shall have one year from the Closing to

assert any Previously Unasserted Pre-Closing Defaults (such then-asserted claims, the "Category 2 Claims"). If MobileAria or Verizon reasonably determines that the Category 2 Claims cannot be resolved consensually, MobileAria or Verizon may seek this Court's determination of same. Any and all amounts due and owing from MobileAria to Verizon pursuant to this subparagraph (b) shall constitute administrative expenses of MobileAria's estate under 11 U.S.C. §§ 503(b) and 507(a)(1) without further order of the Court with priority over claims of MobileAria's affiliates.

- (c) The Purchaser agrees to perform the warranty and indemnity obligations set forth in the Verizon Contract.
- (d) With respect to any future obligations that arise subsequent to the Closing, the Purchaser shall perform such future obligations as and when they become due.
- (e) Verizon hereby withdraws its Objection Of Verizon Services Corp. To Assumption And Assignment Of Executory Contracts In Connection With Motion Of Debtors For An Order Authorizing And Approving (i) Sale Of Certain Of The Debtors' Assets Comprising Substantially All Assets Of MobileAria, Inc. Free And Clear Of Liens, Claims And Encumbrances, (ii) Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (iii) Assumption Of Certain Liabilities (the "Objection") with prejudice and agrees that, should Verizon seek to terminate the Verizon Contract for convenience pursuant to the terms thereof, each of the Purchaser and MobileAria shall be relieved from all of their obligations under this paragraph 43.

- (f) Certain of the Schedule 3 Disputes involve assertions by Verizon that, as of the date hereof, MobileAria has not completed certain repairs and other work due under the Verizon Contract ("WIP"). If MobileAria is unable to or fails to complete any or all of the WIP, then Purchaser shall be obligated to promptly complete such WIP in a commercially-reasonable manner. Purchaser shall seek payment of its reasonable actual out-of-pocket costs and expenses attributable to Purchaser's performance of WIP, including, but not limited to Purchaser's direct labor costs ("WIP Costs"). Mobile Aria shall deliver to the Escrow Agent the sum of \$100,000 to pay the estimated WIP Costs ("WIP Escrow"). Purchaser may periodically deliver to the Escrow Agent and Mobile Aria invoices related to WIP Costs. The Escrow Agent shall pay all invoiced WIP Costs ten (10) days after its receipt of the invoices from the WIP Escrow, provided, however, Mobile Aria does not object, in good faith, in detail and in writing to some or a portion of the invoiced WIP Costs. The Escrow Agent shall promptly pay all undisputed WIP Costs. In the event of a dispute, the parties shall try to work out their differences consensually. If either the Purchaser or MobileAria reasonably determines that a WIP Cost dispute cannot be resolved consensually, the Purchaser or MobileAria may seek this Court's determination of same. Any and all invoiced amounts due and owing from MobileAria to Purchaser pursuant to this paragraph 43(f) shall constitute administrative expenses of MobileAria's estate under 11 U.S.C. §§ 503(b) and 507(a)(1) without further order of the Court with priority over claims of MobileAria's affiliates.

Waiver of Stay

43. As provided by Fed. R. Bankr. P. 7062 and notwithstanding Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Sale Order shall take effect and be enforceable immediately upon its entry.

44. Time is of the essence in closing the Sale and MobileAria and Purchaser intend to close the Sale as soon as possible. Therefore, any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

Dated: New York, New York  
July 21, 2006

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

**EXECUTION COPY**

**AMENDED AND RESTATED ASSET SALE AND PURCHASE AGREEMENT**

**BETWEEN**

**WIRELESS MATRIX USA, INC.**

**AND**

**MOBILEARIA, INC.**

**Dated as of July 20, 2006**

## TABLE OF CONTENTS

	Page
1. CONVEYANCE OF THE ACQUIRED ASSETS:.....	10
1.1 Acquired Assets Transaction.....	10
1.1.1 Acquired Assets.....	10
1.1.2 Excluded Assets .....	10
1.1.3 Post-Closing Asset Deliveries.....	11
1.1.4 Prorations: .....	12
1.1.5 Non-Assignable Permits and Contracts:.....	13
2. ASSUMPTION OF LIABILITIES:.....	14
2.1 Assumed Liabilities.....	14
2.2 No Expansion of Third Party Rights .....	14
2.3 Retained Liabilities .....	14
3. ACQUIRED ASSETS - PERSONNEL MATTERS – TRANSFERRED EMPLOYEES: .....	15
3.1 Business Employees .....	15
3.2 Cooperation .....	16
3.3 No Third Party Rights .....	16
4. PURCHASE PRICE: .....	16
4.1 Purchase Price; Deposit Amount .....	16
4.1.1 Deposit Amount .....	16
4.1.2 Delivery of Purchase Price .....	17
4.2 Allocation of Purchase Price .....	17
4.3 Other Adjustments.....	18
5. REPRESENTATIONS AND WARRANTIES: .....	18
5.1 Representations and Warranties of Seller.....	18
5.1.1 Organization and Good Standing .....	18
5.1.2 Corporate Power; Due Authorization .....	18
5.1.3 No Violations .....	18
5.1.4 Sufficiency of Acquired Assets .....	19
5.1.5 Personal Property; Condition of Personal Property: .....	19
5.1.6 Litigation .....	19
5.1.7 Intellectual Property Assets: .....	19
5.1.8 Insurance .....	21
5.1.9 Compliance with Other Instruments and Laws; Permits .....	21
5.1.10 Brokers .....	21
5.1.11 Consents and Approvals.....	21
5.1.12 Financial Statements .....	22
5.1.13 Events Subsequent to Latest Financial Statements .....	22
5.1.14 Contracts: .....	22
5.1.15 Tax Matters:.....	23
5.1.16 Employee Issues: .....	24



## TABLE OF CONTENTS

(continued)

	Page
5.1.17 Absence of Other Representations or Warranties .....	25
5.2 Representations and Warranties of Purchaser.....	25
5.2.1 Corporate Data .....	25
5.2.2 Corporate Power; Due Authorization .....	25
5.2.3 No Violations .....	25
5.2.4 Litigation .....	25
5.2.5 Brokers .....	26
5.2.6 Solvency .....	26
5.2.7 Availability of Funds.....	26
5.2.8 Adequate Assurance of Future Performance .....	26
5.2.9 Compliance with Law.....	26
5.2.10 Anti-Money Laundering.....	26
5.3 Survival of Representations, Warranties and Covenants of the Seller.....	27
5.4 Survival of Representations, Warranties and Covenants of the Purchaser.....	27
6. CONDITIONS TO CLOSING: .....	27
6.1 Conditions to Obligations of Seller and Purchaser .....	27
6.1.1 Sale Approval Order .....	27
6.1.2 No Law, Judgments, etc .....	27
6.2 Conditions to Obligations of Purchaser .....	27
6.2.1 Accuracy of Representations and Warranties .....	27
6.2.2 Performance of Covenants .....	28
6.2.3 Payment of Cure Amounts.....	28
6.2.4 Certification.....	28
6.2.5 Other Approvals.....	28
6.3 Conditions to Obligations of Seller .....	28
6.3.1 Accuracy of Representations and Warranties .....	28
6.3.2 Performance of Covenants .....	28
6.3.3 Delivery of Purchase Price .....	29
7. CLOSING: .....	29
7.1 The Closing .....	29
7.2 Ancillary Agreements .....	29
7.3 Seller's Deliveries .....	29
7.4 Purchaser's Deliveries .....	30
8. CERTAIN ADDITIONAL COVENANTS: .....	30
8.1 Bankruptcy Actions:.....	30
8.2 Registrations, Filings and Consents; Further Actions.....	31
8.3 Operation of the Business Pending Closing: .....	31
8.4 Assumed Contracts; Cure Amounts .....	31
8.5 Post-Closing Covenants .....	32
8.5.1 Seller Post-Closing Covenants: .....	32

## TABLE OF CONTENTS

(continued)

	Page
8.5.2 Technical Documentation .....	33
8.5.3 Books and Records and Litigation Assistance From and After Closing:.....	33
8.5.4 Payment and Collections .....	34
8.5.5 Intellectual Property Transition Rights .....	35
8.6 Further Assurances .....	35
8.7 [Reserved] .....	35
8.8 Certain Transactions .....	35
8.9 Communications with Customers and Suppliers .....	35
9. TERMINATION: .....	35
9.1 Termination .....	35
9.1.1 By Either Party:.....	35
9.1.2 By Purchaser .....	36
9.1.3 By Seller .....	37
9.2 Notice of Termination .....	37
9.3 Break-Up Fee; Expense Reimbursement:.....	37
9.3.1 Break-Up Fee .....	37
9.3.2 Expense Reimbursement .....	37
9.4 Procedure and Effect of Termination.....	38
10. OTHER TAX MATTERS: .....	38
11. BIDDING PROCEDURES: .....	39
11.1 MobileAria Initial Bankruptcy Actions .....	39
11.2 Court Approval .....	39
11.3 Qualified Bidder .....	40
11.4 Bid Deadline .....	41
11.5 Due Diligence .....	41
11.6 Bid Requirements .....	42
11.7 Qualified Bids .....	42
11.8 Bid Protection .....	43
11.9 Auction, Bidding Increments and Bids Remaining Open.....	43
11.10 Acceptance of Qualified Bids .....	44
11.11 Sale Hearing.....	45
11.12 Return of Good Faith Deposit.....	45
11.13 Reservation of Rights .....	45
12. INDEMNIFICATION: .....	45
12.1 Seller's Agreement to Indemnify.....	45
12.2 Purchaser's Agreement to Indemnify .....	46
12.3 Limitations on Agreements to Indemnify .....	46
12.4 Third Party Indemnification Procedures .....	47

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
13. MISCELLANEOUS:.....	47
13.1 Bulk Sales Laws .....	48
13.2 Notices .....	48
13.3 Assignment.....	48
13.4 Entire Agreement .....	48
13.5 Waiver .....	49
13.6 Severability .....	49
13.7 Amendment .....	49
13.8 Expenses.....	49
13.9 Third Parties .....	49
13.10 Headings .....	49
13.11 Counterparts.....	49
13.12 Governing Law .....	49
13.13 Public Announcements.....	49
13.14 Sales or Transfer Taxes .....	50
13.15 Venue and Retention of Jurisdiction.....	50
13.16 Risk of Loss .....	50
13.17 Enforcement of Agreement .....	50
13.18 Dispute Resolution .....	50
13.19 No Right of Setoff .....	50
13.20 Limitation on Damages.....	50

### **LIST OF SCHEDULES**

<b><u>Schedule Designation</u></b>	<b><u>Schedule Description</u></b>
A	Seller's Knowledge
B	Reference Balance Sheet
1.1.2.A	Third Party Bailed Assets
1.1.2.D	Excluded Contracts
1.1.2.G	Privileged Information and Materials
1.1.2.J	Other Excluded Assets
1.2.1	Certain Licensed Intellectual Property
2.1.1	Transferred Contracts
2.1.3	Certain Assumed Liabilities
4.2	Allocation of Purchase Price
5.1.1	Organization and Good Standing
5.1.3	No Violations
5.1.4	Sufficiency of Acquired Assets
5.1.5.A	Title to Personal Property
5.1.5.C	Other Inventory Locations
5.1.5.D	Machinery, Equipment and Capitalized Tools (Value Greater than \$5,000 USD)
5.1.6	Litigation
5.1.7.A.1	Owned Intellectual Property
5.1.7.A.2	Licensed Intellectual Property
5.1.7.A.3	Software
5.1.7.B	Intellectual Property Litigation Claims
5.1.7.C	Rights Granted to Third Parties
5.1.7.D	Free and Clear Owned Intellectual Property
5.1.7.E	Excluded License
5.1.8	Insurance
5.1.9	Permits
5.1.11	Third Party Consents
5.1.12(i)	December 31, 2003, 2004 and 2005 Unaudited Balance Sheets and Income Statements for the Business
5.1.12(ii)	Unaudited Balance Sheet and Income Statement for Four Months Ended April 30, 2006.
5.1.13	Absence of Certain Changes
5.1.14.A	Listed Contracts
5.1.14.B	Listed Contracts – Exceptions
5.1.15.A	Tax Returns
5.1.15.D	Tax Matters
5.1.16.A	Business Employees
5.1.16.B	Funding
6.2.5	Third Party Approvals
7.2.1	Assignment of Lease
7.2.2.A	Assignment of Patent Rights
7.2.2.B	Assignment of Trademark Rights
7.2.3	Assignment and Assumption Agreement
7.2.4	Escrow Agreement

7.2.5

Bill of Sale

7.2.6

License from Delphi Technologies, Inc. to WIRELESS MATRIX of Vehicle  
Bus Adapter firmware and Power Moding Profile software

**AMENDED AND RESTATED ASSET SALE AND PURCHASE AGREEMENT**

**THIS AMENDED AND RESTATED ASSET SALE AND PURCHASE AGREEMENT** (this "**Agreement**") dated as of **July 20, 2006**, by and between **WIRELESS MATRIX USA, INC.**, a Delaware corporation ("**WIRELESS MATRIX**") and **MOBILEARIA, INC.**, a Delaware corporation ("**MobileAria**" or "**Seller**").

**R E C I T A L S:**

**WHEREAS**, MobileAria is engaged in the Business (as hereinafter defined).

**WHEREAS**, Delphi Automotive Systems LLC, a Delaware limited liability company ("**Delphi**") owns approximately 71% of MobileAria's issued and outstanding capital stock.

**WHEREAS**, on October 8, 2005, Delphi and certain of its affiliates filed voluntary petitions for relief under Chapter 11 of Title 11, U.S.C. §§101 et seq. (as amended) (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

**WHEREAS**, on October 14, 2005 (the "**Petition Date**"), MobileAria filed a voluntary petition for relief under the Bankruptcy Code in the Bankruptcy Court. As of the Petition Date, the MobileAria bankruptcy case has been consolidated with the Delphi bankruptcy cases (collectively, MobileAria's bankruptcy case and the Delphi bankruptcy cases are referred to as the "**Bankruptcy Cases**").

**WHEREAS**, upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, MobileAria desires to sell to WIRELESS MATRIX all right, title and interest of MobileAria in and to the Acquired Assets (as hereinafter defined), and Purchaser (as hereinafter defined) desires to make such purchase, subject to Purchaser's assumption of the Assumed Liabilities and the conditions set forth in this Agreement.

**WHEREAS**, MobileAria and Wireless Matrix entered into that certain Asset Sale and Purchase Agreement dated June 6, 2006 (the "**Stalking Horse Agreement**") and now desire to amend and restate the Stalking Horse Agreement to reflect the results of the Auction (as hereinafter defined).

**NOW, THEREFORE**, in consideration of the premises, mutual promises, representations, warranties and covenants contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the Parties agree:

**DEFINITIONS**

The following terms, as used in this Agreement, shall have the following meanings whether used in the singular or plural (other terms are defined in Sections or Schedules to which they pertain):

**"Accounts Receivable"** means all trade accounts receivable and other rights to payment from customers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of

Products delivered to customers, all other accounts or notes receivable and the full benefit of all security for such accounts or notes and any claim, remedy or other right related to any of the foregoing.

**"Acquired Assets"** means the assets referred to in Section 1.1.1.

**"Administrative Assets"** means books, records and other administrative assets used in or necessary for continuing the operations of MobileAria including but not limited to advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, and sale order files; provided, however that Administrative Assets do not include Technical Documentation.

**"Affiliate"** means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than fifty percent (50%) of the shares or other equity interest having power to elect directors or persons performing a similar function.

**"Agreement"** means this Asset Sale and Purchase Agreement, including its Schedules.

**"Allocation"** means allocation of the Purchase Price, as described in Section 4.2.

**"Alternate Bid(s)"** shall have the meaning set forth in Section 11.11.

**"Alternate Bidder(s)"** shall have the meaning set forth in Section 11.11.

**"Alternative Transaction"** shall have the meaning set forth in Section 9.3.1.

**"Ancillary Agreements"** means the agreements referred to in Section 7.2.

**"Assumed Contracts"** means those Transferred Contracts entered into by Seller before the Petition Date.

**"Assumed Liabilities"** means the obligations assumed by Purchaser pursuant to Article 2, but only to the extent that an obligation: (a) arises on or after the Closing; and (b) with respect to obligations arising under Transferred Contracts: (i) does not arise from or relate to any breach by the Seller of any provision of any of the Transferred Contracts; (ii) does not arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing that, with or without notice or lapse of time, would constitute or result in a breach of any of the Transferred Contracts; and (iii) is ascertainable by reference to the express terms of the Transferred Contracts.

**"Auction"** shall have the meaning set forth in Section 11.9.

**"Bankruptcy Cases"** shall have the meaning set forth in the Recitals.

**"Bankruptcy Code"** shall have the meaning set forth in the Recitals.

**"Bankruptcy Court"** shall have the meaning set forth in the Recitals.

**"Bankruptcy Rules"** means the U.S. Federal Rules of Bankruptcy Procedure.

**"Bid Deadline"** shall have the meaning set forth in Section 11.4.

**"Bidding Procedures"** means the bidding procedures set forth in Section 11.1.

**"Bidding Procedures Order"** means the order of the Bankruptcy Court approving the Bidding Procedures.

**"Bidding Process"** shall have the meaning set forth in Section 11.1.

**"Break-Up Fee"** shall have the meaning set forth in Section 9.3.1.

**"Business"** means providing location-based, data communication, productivity, and security services, as well as designing, marketing, and making available vehicle installed hardware units in the business-to-business market for remote and mobile platforms such as trucks, trailers, and service vehicles. For avoidance of doubt, the Business does not include services or hardware for entertainment media distribution or playback or any services or hardware for the consumer or automotive markets.

**"Business Day"** means any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by law or executive order to close.

**"Business Employees"** shall have the meaning set forth in Section 3.1.

**"Claims"** mean losses, liabilities, claims (as defined in Section 101 of the Bankruptcy Code), damages or expenses (including reasonable legal fees and expenses) whatsoever, whether known or unknown, fixed, liquidated, contingent or otherwise.

**"Closing"** shall have the meaning set forth in Section 7.1.

**"Closing Date"** means the date of Closing.

**"Committee"** means the official committee of unsecured creditors appointed in the Bankruptcy Cases.

**"Competing HW"** shall have the meaning set forth in Section 8.5.1.A.

**"Competitive Business"** shall have the meaning set forth in Section 8.5.1.A.

**"Contracts"** mean all written or material oral purchase orders, sales agreements, service contracts, distribution agreements, sales representative agreements, employment or consulting agreements, leases (for real property, personal property or otherwise), product warranty or service agreements and other commitments, agreements and undertakings of any nature, including quotations and bids outstanding on the Closing Date.

**"Copyrights"** mean: (i) copyrights existing anywhere (registered, statutory or otherwise) and registrations, renewals, revivals, reissuances, extensions and applications for registration thereof, and all rights therein, provided by international treaties or conventions; (ii) moral rights (including, without limitation, rights of paternity and integrity), and waivers of such rights by others; (iii) database and data protection rights whether or not based on copyright; (iv) semiconductor chip mask work registrations and applications for registration thereof; (v) copies,



files and tangible embodiments of all of the foregoing, in whatever form or medium; (vi) all rights to file and apply for, prosecute, defend and enforce any of the foregoing; and (vii) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

**"Cure Amounts"** means all cure amounts payable in order to cure any monetary defaults required to be cured under Section 365(b)(1) of the Bankruptcy Code or otherwise effectuate, pursuant to the Bankruptcy Code, the assumption by Seller and assignment to Purchaser of the Assumed Contracts under the Sale Approval Order that are Transferred Contracts.

**"Defending Party"** shall have the meaning set forth in Section 13.18.

**"Delphi"** shall have the meaning set forth in the Recitals.

**"Demanding Party"** shall have the meaning set forth in Section 13.18.

**"Deposit Amount"** shall have the meaning set forth in Section 4.1.1.

**"Disclosure Schedule"** means, collectively, the Schedules to Seller's Representations and Warranties contained in Section 5.1.

**"Escrow Agent"** means the escrow agent under the Escrow Agreement.

**"Escrow Agreement"** shall have the meaning set forth in Section 4.1.2.

**"Escrow Amount"** shall have the meaning set forth in Section 4.1.2.

**"Escrow Period"** shall have the meaning set forth in Section 4.1.2.

**"Excluded Assets"** means assets not included in the Acquired Assets, as set forth in Section 1.1.2.

**"Excluded Contracts"** shall have the meaning set forth in Section 1.1.2.D.

**"Excluded License"** shall have the meaning set forth in Section 5.1.7.E.

**"Expense Reimbursement"** shall have the meaning set forth in Section 9.3.2.

**"Expiration Date"** shall have the meaning set forth in Section 5.3.

**"Final Order"** means an order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending or (ii) if an appeal, writ of certiorari, re-argument or rehearing has been filed or sought, the order or judgment has been affirmed by the highest court to which such order or judgment was appealed or certiorari has been denied, or re-argument or rehearing shall have been denied or resulted in no modification of such order or judgment, and the time to take any further appeal or to seek certiorari or further re-argument or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not prevent such order or judgment from being considered a Final Order.

**"Financial Statements"** shall have the meaning set forth in Section 5.1.12.

**"GAAP"** means United States generally accepted accounting principles as in effect from time to time consistently applied.

**"Good Faith Deposit"** shall have the meaning set forth in Section 11.6.3.

**"Governmental Entity"** means any United States federal, state or local, tribunal, legislative, executive, governmental, quasi-governmental or regulatory authority, self-regulatory authority, agency, department, commission, instrumentality or body having governmental authority with respect to the transactions contemplated hereby, under applicable law.

**"Including"** means, whether or not initially capitalized, including without limitation.

**"Indemnification Claim"** shall have the meaning set forth in Section 12.4.

**"Intellectual Property"** means the Patent Rights, Trademark Rights, Copyrights, Software, Technical Documentation, Trade Secrets, Know-How and registered domain names and IP addresses.

**"Inventory"** means finished goods, raw materials, work-in-process, packaging, stores, stock, supplies, and other inventory, wherever located.

**"Internal Revenue Code"** means the Internal Revenue Code of 1986, as amended.

**"Know-How"** means proprietary technical and business knowledge and information, including specifications, designs, methodologies, processes and production techniques resulting from research and development, technology, manufacturing and production processes, research and development information, drawings, specifications, designs, plans, proposals, technical data, vendor and marketing and business data and customer and vendor lists and information, whether or not confidential.

**"Laws"** means laws, ordinances, codes, standards, administrative rulings or regulations of any applicable federal, state, local or foreign governmental authority.

**"Licensed Intellectual Property"** means Seller's rights with respect to all Intellectual Property licensed or sublicensed to Seller from an affiliated or unaffiliated third party.

**"Lien"** means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction).

**"Listed Contracts"** means the Seller's contracts and commitments listed on Schedule 5.1.14.A.

**"Marked Agreement"** shall have the meaning set forth in Section 11.6.2.

**"Material Adverse Effect"** means any change or event that has a material adverse effect on the business, assets, properties, financial condition or results of operations of the Business taken as a whole, except any change or event resulting from, relating to or arising out

of: (a) any act or omission of a Seller taken with the prior written consent of the Purchaser; (b) any action taken by Seller or Purchaser or any of their respective representatives required by the terms of this Agreement; (c) general business or economic conditions; (d) conditions affecting the industry and markets in which the Business generally operates; (e) increases in energy, electricity, natural gas, raw materials or other operating costs; (f) changes resulting from the filing of the Bankruptcy Cases or from any action required by the Bankruptcy Court; (g) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon such country, or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of any of such countries; (h) acts of God; (i) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (j) changes in United States generally accepted accounting principles or generally accepted accounting principles of any foreign jurisdiction; (k) changes in any Law; (l) any existing event, occurrence or circumstance listed in the Disclosure Schedule as of the date hereof; (m) any adverse change in or effect on the Business that is entirely cured by Seller before the earlier of: (1) the Closing Date; and (2) the date on which this Agreement is terminated pursuant to Section 9.1 hereof; or (n) the regulatory status of the Purchaser.

**"MobileAria"** means MobileAria, Inc., a Delaware corporation.

**"Notice"** shall have the meaning set forth in Section 13.18.

**"OFAC"** shall have the meaning set forth in Section 5.2.10.

**"Ordinary Course of Business"** means, with respect to the Business, the ordinary course of business consistent with custom and practice of the Business from and after the Petition Date or to the extent consistent with orders issued in the Bankruptcy Cases.

**"Organizational Documents"** means: (a) the articles of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles or certificate of organization and the operating agreement or other document intended to govern the structure and/or internal affairs of a limited liability company; (e) any charter, agreement, indenture, or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to the foregoing.

**"Owned Intellectual Property"** means all Intellectual Property in and to which Seller holds, or has a right to hold, in whole or in part, right, title and interest.

**"Party"** or **"Parties"** means Purchaser and/or Seller.

**"Patent Rights"** means: (i) patentable inventions, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications; (ii) designs, ideas and conceptions of patentable subject matter, including, without limitation, any patent disclosures and inventor certificates, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications; (iii) national (including the United States) and multinational statutory invention and design registrations, patents, and patent applications (including all provisionals, substitutions, reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by

international treaties or conventions, and all patentable improvements to the inventions disclosed in each such registration, patent or application; (iv) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; and (v) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

**"Permits"** means permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to Seller and that are currently used exclusively for the purpose of carrying on the Business or that relate exclusively to the Acquired Assets.

**"Permitted Lien"** means Liens of Seller's pre-Petition Date secured lenders and post-Petition Date secured lenders which Liens will be released on or prior to the Closing of the Sale.

**"Person"** means an individual, a corporation, a partnership, a limited liability company, an association, a trust or other entity or organization.

**"Personal Property"** means tangible personal property other than Inventory, including production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, related spare parts, business machines, computer hardware and other IT assets other than Intellectual Property, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property, whether located on the Seller's premises, at the place of business of a vendor or elsewhere.

**"Petition Date"** shall mean October 14, 2005.

**"Post-Closing Portion"** shall have the meaning set forth in Section 10.3.

**"Post-Petition Contracts"** means the Contracts of MobileAria relating to the Business entered into in the Ordinary Course of Business or approved by the Bankruptcy Court, in either case on or after the Petition Date.

**"Potential Bidder"** shall have the meaning set forth in Section 11.3.

**"Pre-Closing Portion"** shall have the meaning set forth in Section 10.3.

**"Premises"** means the suite of offices leased by Seller for the Business at 800 West El Camino Real, Suite 240, Mountain View, California 94040.

**"Purchase Price"** means the payment referred to in Section 4.1.

**"Products"** means location-based, data communication, productivity, and security services for remote and mobile platforms in the commercial business-to-business market, including trucks, trailers, and service vehicles. Products include back end server software, client software, and vehicle installed hardware units. For avoidance of doubt, Products do not include services or hardware for entertainment media distribution or playback or any services or hardware for the consumer or automotive markets.

**"Purchased Intellectual Property"** means all Owned Intellectual Property and Licensed Intellectual Property.

**"Purchaser"** means **WIRELESS MATRIX USA, INC.**

**"Purchaser Damages"** shall have the meaning set forth in Section 12.1.

**"Qualified Bid"** shall have the meaning set forth in Section 11.7.7.

**"Qualified Bidder"** shall have the meaning set forth in Section 11.3.3.

**"Reference Balance Sheet"** means the balance sheet of the Business attached as Schedule B.

**"Required Bid Documents"** shall have the meaning set forth in Section 11.6.

**"Retained Liabilities"** shall have the meaning set forth in Section 2.3.

**"Retention Bonus"** shall have the meaning set forth in Section 3.1.4.

**"Return Date"** shall have the meaning set forth in Section 11.12.

**"Sale"** means the sale of the Business in accordance with the Bidding Procedures.

**"Sale Approval Order"** means an order or orders of the Bankruptcy Court approving the Sale issued pursuant to Sections 363 and 365 of the Bankruptcy Code in form and substance reasonably satisfactory to Purchaser, authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets and Assumed Liabilities to the Purchaser in accordance with the terms and conditions of this Agreement, free and clear of all Liens other than, Permitted Liens and Liens encompassed within Assumed Liabilities assumed by Purchaser pursuant to Article 2, if any.

**"Sale Hearing"** shall have the meaning set forth in Section 11.10.

**"Sale Motion"** shall have the meaning set forth in Section 11.11.

**"SDN List"** shall have the meaning set forth in Section 5.2.10.

**"Seller"** means MobileAria, Inc, a Delaware corporation.

**"Seller Damages"** shall have the meaning set forth in Section 12.3.1.

**"Seller's Knowledge"** or **"Knowledge of Seller"** means the actual knowledge after reasonable investigation of the individuals listed on Schedule A, in each of their respective functional areas without imputation of the knowledge of any other Person.

**"Software"** means computer software and programs, including, without limitation, source code, shareware, firmware, middleware, courseware, open source code, operating systems and specifications, system data, record and table layouts, databases, files documentation, storage media, manuals and other materials related thereto.

**"Stalking Horse Agreement"** shall have the meaning set forth in the recitals.

**"Straddle Period"** means any taxable period that begins on or prior to the Closing Date and ends after the Closing Date.

**"Subsequent Bid"** shall have the meaning set forth in Section 11.7.7.

**"Successful Bid(s)"** shall have the meaning set forth in Section 11.9.6.

**"Successful Bidder(s)"** shall have the meaning set forth in Section 11.9.6.

**"Tax Return"** means any return, declaration, report, claim for refund or information return, or statement, or any other similar filings, related to Taxes, including any Schedule or attachment thereto.

**"Tax(es)"** means any tax or similar governmental charge, impost or levy whatsoever (including, without limitation, income, franchise, transfer taxes, use, gross receipts, value added, employment, excise, ad valorem, property, withholding, payroll, social contribution, customs duty, minimum or windfall profit taxes or transfer fees), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof.

**"Technical Documentation"** means all documented technical information currently in the files of the Business primarily used in the Business owned by Seller, in each case pertaining to the design or manufacture of the Products of the Business.

**"Termination Date"** shall have the meaning set forth in Section 9.1.1.E.

**"Third Party Bailed Assets"** shall have the meaning set forth in Section 1.1.2.A.

**"Third-Party Requirements"** shall have the meaning set forth in Section 5.1.3.

**"Trade Secrets"** means: (i) all forms and types financial, business, scientific, technical, economic, manufacturing or engineering information, including patterns, plans, compilations, specifications, tooling, program devices, formulas, designs, prototypes, testing plans, methods, techniques, processes, procedures, programs, customer and vendor lists, pricing and cost data, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing, if: (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public, and confidential technical and business information (including ideas, formulas, compositions, inventions and conceptions of inventions whether patentable or un-patentable and whether or not reduced to practice); (ii) all copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; (iii) all rights to file and apply for, prosecute, defend and enforce any of the foregoing; and (iv) all rights to sue or recover and retain damages, costs and attorneys' fees for present and past misappropriation of any of the foregoing.

**"Trademark Rights"** means: (i) trademarks, trade names and service marks; (ii) the good will associated with trademarks, trade names and service marks; (iii) registrations and applications for registration of trademarks, trade names and service marks; (iv) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; and (v) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

**"Transferred Contracts"** means the Contracts of Seller to be assigned to Purchaser at Closing as described in Section 2.1.1.

**"Transferred Employees"** shall have the meaning set forth in Section 3.1.3.

**"United States"** or **"U.S."** means the fifty (50) states and the District of Columbia of the United States of America.

**"USA PATRIOT Act"** shall have the meaning set forth in Section 5.2.10.

**"Verizon Contract"** shall have the meaning set forth in Section 1.1.5.A.

**"Verizon Open Accounts Receivable"** means all Accounts Receivable from Verizon Services Corp. for subscriber services to be performed after the Closing Date. All Accounts Receivable from Verizon Services Corp. for hardware and hardware installations is an Excluded Asset.

**"Warranties"** refers to the representations and warranties provided by Seller to Purchaser, or by Purchaser to Seller, as the case may be, in each case as referred to in Article 5 of this Agreement.

## **1. CONVEYANCE OF THE ACQUIRED ASSETS:**

**1.1 Acquired Assets Transaction.** Upon the terms and subject to the conditions set forth in this Agreement at Closing Seller shall sell, transfer, assign, convey and deliver to the Purchaser, and Purchaser shall purchase, accept and acquire from the Seller, free and clear of all Liens except: (i) Permitted Liens; and (ii) Liens included in the Assumed Liabilities assumed by Purchaser pursuant to Article 2, if any, all of the assets and properties described in Section 1.1.1 below (collectively, the **"Acquired Assets"**), subject in each case to Section 1.1.2.

**1.1.1 Acquired Assets.** The Acquired Assets consist of all of Seller's right, title and interest in and to the rights and assets primarily used in, primarily arising from, primarily relating to, or necessary for the conduct of the Business (other than the Excluded Assets), including, without limitation: all Verizon Open Accounts Receivable (including any cash or cash equivalents received with respect to Verizon Open Accounts Receivable prior to the Closing Date), Personal Property, Permits, Inventory, rights under Transferred Contracts (including Seller's rights against third party manufacturers to the extent any liability is assumed by Purchaser pursuant to Section 2.1), Administrative Assets and Purchased Intellectual Property (including Trademark Rights including Trademark Rights in MobileAria and all Product names, but not including Delphi and related names), in each case if such assets are primarily used in, primarily arising from, primarily relating to, or necessary for the conduct of the Business, including all of Seller's rights in: (i) tangible Personal Property located at the Premises; and (ii) all Personal Property owned by or leased to the Seller in connection with the Business located at any outsource partner's location, including Qwest Communication; and (iii) all prepaid Inventory held by any Affiliate of Seller primarily for use in the Business, provided that such Affiliate has been paid in full or been assigned the corresponding receivable by Seller.

**1.1.2 Excluded Assets.** Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreement, the following properties and assets shall not be included in the Acquired Assets:

**A. Bailed Assets.** Any machinery, equipment, tools, Inventory, tooling, dies, molds, patterns, jigs, gauges, production fixtures, special material handling equipment, customer dunnage and containers owned by any other third party listed in Schedule 1.1.2.A ("Third Party Bailed Assets").

**B. Personnel and Medical Records.** All work histories, personnel and medical records of employees and former employees of Seller who worked at any time for any reason at the Business for whom a record exists at the Business at the time of Closing; provided, however, so far as legally permissible under applicable data protection, medical confidentiality or similar Laws: Purchaser will be provided the originals of all personnel and medical records of employees of Seller who have accepted employment with Purchaser in connection with the sale hereunder, with the prior written consent of such employee or after posted written notice or other appropriate notice to such employees if legally required. If an employee objects to provision of personnel or medical records to Purchaser, the records will not be provided.

**C. Certain Financial Assets.** Cash, cash equivalents, bank accounts and all accounts receivable (other than Verizon Open Accounts Receivable or cash or cash equivalents received in respect thereof).

**D. Certain Contracts.** All Contracts of Seller that are not Transferred Contracts, including Contracts set forth on Schedule 1.1.2.D ("Excluded Contracts").

**E. Tax Refunds.** Any refund of Taxes paid, or claim for refund of Taxes paid, of any kind relating to the Acquired Assets for any period prior to the Closing Date.

**F. Privileged Information and Materials.** Information and materials protected by the attorney-client privilege or that, in the case of environmental-related documents, Seller considers to be proprietary information; and the lack of which excluded information and materials are not material to the operation of the Business, and provided that such materials are listed on Schedule 1.1.2.F hereto.

**G. Insurance.** The benefit of any of Seller's or Seller's Affiliates' insurance policies relating to the operation of the Business (including any right to proceeds thereunder).

**H. Certain Rights.** All of the rights and claims of the Seller available to Seller under the Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551, inclusive, and any other applicable provisions of the Bankruptcy Code, and any related claims and actions arising under such sections by operation of law or otherwise, including any and all proceeds of the foregoing.

**I. Other Excluded Assets.** All computer hardware, equipment, or other assets listed on Schedule 1.1.2.I.

**1.1.3 Post-Closing Asset Deliveries.** Should Seller or Purchaser, in its reasonable discretion, determine after the Closing that books, records or other similar materials constituting Acquired Assets are still in the possession of Seller, Seller shall promptly deliver them to Purchaser at no cost to Purchaser. Should Seller or Purchaser, in its reasonable discretion, determine after the Closing that books, records or other materials constituting



Excluded Assets were delivered to Purchaser, Purchaser shall promptly return them to Seller at no cost to Seller other than reimbursing Purchaser's reasonable out-of-pocket costs.

**1.1.4 Prorations:**

**A.** To the extent that Seller has made any payment relating to the Business prior to the Closing Date with respect to any item listed in Subparagraph B below relating to periods on or following the Closing Date, Purchaser shall reimburse Seller on a per diem basis; and

**B.** To the extent Purchaser makes any payment relating to the Business following the Closing Date with respect to any item listed below relating to periods prior to the Closing Date, Seller shall reimburse Purchaser on a per diem basis, in each case for the following:

(i) Rent for the Premises and copier leases and other pre-paid amounts under Transferred Contracts (such other pre-pays to be mutually agreed by the parties before Closing);

(ii) Personal, real property and other ad valorem Taxes, allocated in accordance with local custom;

(iii) Water, wastewater treatment, sewer charges and other similar types of charges with respect to the Business; and

(iv) Electric, fuel, gas, telephone and internet services and other utility charges.

**C. Verizon.** If Seller receives payments from Verizon Services Corp. pursuant to the Verizon Contract that are for installations and subscriber services to be performed by Purchaser following the Closing Date, Seller shall transfer such payments to Purchaser. If Purchaser receives payments from Verizon Services Corp. pursuant to the Verizon Contract attributable to installations and subscriber services previously performed by Seller relating to periods on or before the Closing Date, Purchaser shall transfer to Seller such funds allocable to each such installation performed by Seller and all such subscriber services rendered by Seller.

**D. Further Assurance.** The parties will use commercially reasonable efforts to determine the amounts of the above prorations and settle such amounts at Closing. To the extent that, within sixty (60) days after Closing, Seller, on the one hand, or Purchaser, on the other hand, receives any bill or other invoice for any of the items listed in this Section 1.1.4 or similar items, relating to both pre-Closing and post-Closing periods, the Seller or Purchaser shall, as soon as practicable but no later than ninety (90) days after Closing, send any such bill or invoice to the other Party. If necessary to avoid incurring interest, penalties and/or late charges, Purchaser may pay all amounts shown to be due thereon, and may invoice Seller for all amounts owed by Seller thereunder, and in such case Seller shall reimburse such amounts.

Any payments due under this Section 1.1.4 that have not been settled at Closing shall be made within forty-five (45) days after the end of the month in which a bill or invoice is sent to a Party (or Affiliate thereof); provided, however, that the disputed portion of any

such item shall be paid within forty-five (45) days after the final determination thereof on an item-by-item basis. When Purchaser makes a payment to a third party which is required to be reimbursed to Purchaser by Seller, the reimbursement payment shall be considered the repayment of an advance.

**1.1.5 Non-Assignable Permits and Contracts:**

**A. Non-Assignability.** After giving effect to the Sale Approval Order, to the extent that any Permit included in the Acquired Assets or any Transferred Contract other than that Agreement No. C0505851 by and between the Seller and Verizon Services Corp. (the "**Verizon Contract**") is not capable of being assigned to Purchaser at the Closing without the consent or waiver of the issuer thereof or the other party thereto or any third party (including a Governmental Entity), or if such assignment or attempted assignment would constitute a breach thereof, or a violation of any Law, this Agreement shall not constitute an assignment thereof, or an attempted assignment, until any such consent or waiver is obtained.

**B. Efforts to Obtain Consents and Waivers.** At Purchaser's request, Seller shall, at its expense, use commercially reasonable efforts, and Purchaser shall, at Seller's expense, cooperate with Seller, to obtain the consents and waivers and to resolve the impracticalities of assignment referred to in Section 1.1.5.A after the Closing.

**C. If Waivers or Consents Cannot be Obtained.** To the extent that the consents and waivers referred to in Section 1.1.5.A are not obtained by Seller, or until the impracticalities of assignment referred to therein are resolved, Seller's sole responsibility with respect to such matters, notwithstanding Section 1.1, shall be to use, during the one hundred eighty (180) day period commencing with the Closing, all commercially reasonable efforts, at no cost to Purchaser (other than pursuant to Section 1.1.5.D below), to: (i) provide to Purchaser the benefits of any such Permit or Transferred Contract, all as referred to in Section 1.1.5.A, included in the Acquired Assets; (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits to Purchaser, without incurring any financial obligation to Purchaser; and (iii) at the request and direction of Purchaser, enforce for the account of Purchaser and at the cost of Purchaser any rights of Seller arising from the Permits included in the Acquired Assets or Transferred Contracts referred to in Section 1.1.5.A against such issuer thereof or other party or parties thereto.

**D. Obligation of Purchaser to Perform.** To the extent that Purchaser is provided the benefits pursuant to Section 1.1.5.C of any Permit included in the Acquired Assets or Transferred Contracts, Purchaser shall perform, on behalf of Seller, for the benefit of the issuer thereof or the other party or parties thereto the obligations of Seller thereunder or in connection therewith and if Purchaser shall fail to perform to the extent required herein, Seller, without waiving any rights or remedies that it may have under this Agreement or applicable Laws, may suspend its performance under Section 1.1.5.C in respect of the instrument which is the subject of such failure to perform unless and until such situation is remedied; or, at Purchaser's request, Seller may perform at Purchaser's sole reasonable cost and expense, in which case Purchaser shall reimburse Seller's reasonable costs of such performance immediately upon receipt of an invoice.

**2. ASSUMPTION OF LIABILITIES:**

**2.1 Assumed Liabilities.** At and as of the Closing, Purchaser shall assume and agree to pay, perform and discharge when due, and shall be liable with respect to, all

obligations, liabilities and responsibilities specifically referred to in this Section 2.1 ("**Assumed Liabilities**"), other than the Retained Liabilities, as follows:

**2.1.1** The obligations of Seller to be performed under the Contracts listed on Schedule 2.1.1 (the "**Transferred Contracts**") and the obligations of Seller to be performed under licenses and Permits included in the Acquired Assets that are assigned or otherwise transferred to Purchaser pursuant to this Agreement and listed on Schedule 2.1.1.

**2.1.2** Obligations described in Article 3 of this Agreement with respect to Transferred Employees.

**2.1.3** The obligation to pay for assets, goods or services ordered by Seller on or prior to the Closing and that are received by the Purchaser after Closing, provided that: (i) no single purchase or related group of purchases shall exceed \$5,000 unless tied directly to a commitment purchase order from a customer and set forth on Schedule 2.1.3; and (ii) miscellaneous lesser amounts in the ordinary course of business consistent with amounts disclosed to Purchaser as "Expenses" in the income statements provided to Purchaser as part of the Financial Statements (other than Bank Service Charges).

**2.1.4** Liabilities and obligations arising out of, resulting from, or relating to sales pursuant to Transferred Contracts of products or services by the Business, including all Product warranty, Product returns, Product liability (other than design defects) and Product recall liability related thereto.

**2.1.5** All deferred revenue obligations arising under the Verizon Contract including all obligations to fulfill orders relating to products of the Business outstanding on the Closing Date set forth on Schedule 2.1.

**2.2 No Expansion of Third Party Rights.** The assumption by Purchaser of the Assumed Liabilities shall in no way expand the rights or remedies of any third party against Purchaser or Seller as compared to the rights and remedies which such third party would have had against Seller absent the Bankruptcy Cases, had Purchaser not assumed such Assumed Liabilities. Without limiting the generality of the preceding sentence, the assumption by Purchaser of the Assumed Liabilities shall not create any third-party beneficiary rights other than with respect to the Person that is the obligee of such Assumed Liability.

**2.3 Retained Liabilities.** Notwithstanding anything in this Agreement to the contrary, Purchaser shall not assume or be deemed to have assumed, and shall have no liability or obligation with respect thereto, any other liabilities of the Company (collectively, "**Retained Liabilities**") including without limitation the following: (i) liabilities in respect of employment or services performed on or prior to the Closing; (ii) product liability claims to the extent based on a defective design for Products designed by Seller and sold prior to the Closing Date except as expressly set forth in Section 2.1.4; (iii) existing litigation for which a claim has been made to or threatened in writing against Seller on or before the Closing Date; (iv) all Tax liabilities of Seller for all periods (but excluding any Tax liabilities allocated to Purchaser pursuant to Section 10.3 of this Agreement); (v) any liability or obligation of Seller for administrative fees and expenses, including, without limitation, "allowed administrative expenses" under Section 503(b) of the Bankruptcy Code; (vi) any liability or obligation of Seller for transaction fees and expenses and fees and expenses payable to lenders, brokers, financial advisors, legal counsel, accountants and other professionals in connection with this Agreement; (vii) all Debt owed by Seller to any party; (viii) all Claims, except for Assumed Liabilities; (ix) all liabilities to employees of Seller

who are not Transferred Employees as defined in Section 3.1.3 or (x) any liability or obligation not expressly assumed pursuant to Section 2.1 hereof.

### **3. ACQUIRED ASSETS - PERSONNEL MATTERS – TRANSFERRED EMPLOYEES:**

**3.1 Business Employees.** Listed on Schedule 5.1.16.A are all employees and consultants of Seller that perform services exclusively or primarily for the Business (each employee required to be so listed a “Business Employee”). With respect to each such employee and consultant (as limited in definition for purposes of this Article 3 only) included thereon, Schedule 5.1.16.A lists: (i) each such person’s title or job/position; (ii) each such person’s job designation (i.e., salaried or contract); (iii) each such person’s location of employment; (iv) each such person’s employment status (i.e., actively employed or not actively at work (due to, e.g., authorized leave or absence, etc.)); (v) each such person’s annual base rate of compensation; (vi) any additional compensation otherwise payable to such person or for which such person is expressly eligible; and, if applicable; (vii) any consideration, payment, or benefit to which such person may be entitled upon termination of services to the Seller or Purchaser; and (viii) any material, individual specific provisions relating to such person’s employment (e.g., non-compete agreement, golden parachute, etc.) to the extent permitted to be disclosed under applicable Law (including local privacy laws).-

**3.1.1** Not later than July 27, 2006, Purchaser will offer employment to substantially all Business Employees (other than as set forth on Schedule 5.1.16.A) with such new employment to commence (if accepted) with effect from the Closing and will confirm the list of such employees to Seller promptly thereafter.

**3.1.2** Not later than two (2) business days after the date hereof, Seller will provide Purchaser with an updated Schedule 5.1.16.A, such updated schedule to include certain key employees as indicated on the initial schedule.

**3.1.3** Purchaser’s offer of employment to substantially all persons identified on Schedule 5.1.16.A, will be on Purchaser’s standard terms and conditions as applied to similarly situated employees; provided, however, that Purchaser shall give each such employee credit for time previously employed by Seller for all purposes within Purchaser’s direct control. Any Business Employee that accepts and commences employment with Purchaser pursuant to a written offer letter with Purchaser shall be referred to herein as a “Transferred Employee”.

**3.1.4 Retention Bonus.** Purchaser shall allocate an aggregate of \$500,000 among certain of the Transferred Employees (the “**Retention Bonus**”). The method of allocation of the Retention Bonus among the Transferred Employees shall be as Purchaser may determine in its sole discretion. On the Purchaser’s first regular payroll date following the six (6) month anniversary of the Closing, Purchaser shall commence-payment of the Retention Bonus in such amounts as determined by Purchaser to such Transferred Employees (subject to applicable deductions and withholding).

**3.2 Cooperation.** Seller and Purchaser will provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Article 3.

**3.3 No Third Party Rights.** No provision of this Agreement confers rights or remedies upon any person, including Transferred Employees, other than the parties to this Agreement and Delphi.

**4. PURCHASE PRICE:Purchase Price; Deposit Amount.** Subject to the terms and conditions of this Agreement, in consideration of the Sale, the aggregate purchase price for the Acquired Assets shall be the amount of: (i) Eleven Million Two Hundred Thousand Dollars (US \$11,200,000.00); plus (ii) assumption of the Assumed Liabilities; and less (iii) the Break-Up Fee. The final aggregate purchase price, as so determined, is referred to herein as the "**Purchase Price**".

**4.1.1 Deposit Amount.** Upon execution of the Stalking Horse Agreement, Purchaser delivered to the Escrow Agent pursuant to the terms of the Escrow Agreement \$500,000 in immediately available funds (such amount, together with the interest accrued thereon prior to the Closing, the "**Deposit Amount**"), to be held by the Escrow Agent in an interest bearing account reasonably acceptable to Purchaser to serve as an earnest money deposit under this Agreement, and to be released in accordance with the following procedures:

**A. Deposit Instructions.** On the Closing Date, Seller and Purchaser shall jointly instruct the Escrow Agent to deliver the Deposit Amount, by wire transfer of immediately available funds, to an account designated by Seller in the Escrow Agreement (and such amount shall be applied towards the payment of the Purchase Price);

**B. Termination of Agreement.** Upon any failure by Purchaser to consummate the transactions contemplated hereby pursuant to this Agreement if and as required by Section 7.1 hereof, the Escrow Agent shall deliver the Deposit Amount, in accordance with the terms of the Escrow Agreement, by wire transfer of immediately available funds, to an account designated by Seller in the Escrow Agreement, to be retained by Seller. Any such payment shall constitute Seller's sole recourse in connection with such failure to consummate the transactions contemplated hereby; and

**C. Other Reason.** Upon termination of this Agreement for any other reason, or upon the failure by Seller to consummate the transactions contemplated hereby pursuant to this Agreement if and as required by Section 7.1 hereof, Seller and Purchaser shall jointly instruct the Escrow Agent to deliver the Deposit Amount, by wire transfer of immediately available funds, to an account designated by Purchaser in the Escrow Agreement, to be retained by Purchaser.

**D. Temporary Escrow.** Seller and Purchaser acknowledge that in order to execute this Agreement more expeditiously, Purchaser delivered to DLA Piper Rudnick Gray Cary US LLP, 2000 University Avenue, East Palo Alto, California 94303 ("**DLA**") the Deposit Amount within one (1) business day following the execution of the Stalking Horse Agreement (such deposit to be temporarily in lieu of the provisions set forth above). Promptly following the execution of an Escrow Agreement substantially in the form attached hereto as Schedule 7.2.4 by each of the parties thereto, the Purchaser directed DLA to deliver the Deposit Amount to the Escrow Agent as set forth in Section 4.1.1 above as if such funds had been delivered by the Purchaser to the Escrow Agent as set forth therein. Such funds remained the property and under the control of Purchaser until such time as Purchaser directs DLA pursuant to the preceding sentence, at which time the other provisions of this Section 4.1.1 shall control.

**4.1.2 Delivery of Purchase Price.** At Closing, Purchaser shall pay to Seller an aggregate amount equal to the Purchase Price less the Deposit Amount (apportioned pursuant to the allocation referred to in Section 4.2) and less \$575,000 by wire transfer in U.S. Dollars in immediately available funds to the account of the appropriate Seller, pursuant to this Agreement and a notice delivered by Seller to Purchaser prior to Closing. At Closing, Purchaser shall pay

to JPMorgan Chase Bank, NA as "**Escrow Agent**" hereunder \$575,000 of the Purchase Price (which when added to the Deposit Amount (total is \$1,075,000) is hereinafter referred to as the "**Escrow Amount**") to be held by the Escrow Agent as collateral to secure the rights of the Purchaser under Article 12 hereof. The Escrow Amount shall be held pursuant to the provisions of an escrow agreement substantially in the form of Schedule 7.2.4 (the "**Escrow Agreement**"). The Escrow Amount will be held by the Escrow Agent from the Closing Date until the one (1) year anniversary of the Closing Date (the "**Escrow Period**"); provided, however, that in the event Purchaser has made a claim under Article 12 prior to the end of the Escrow Period, then the Escrow Period shall continue (and the Escrow Agent will continue to hold in escrow that portion of the Escrow Amount which is equal to the amount which is necessary to satisfy such indemnity claim) until such claim is fully and finally resolved. The costs and expenses of the Escrow Agent will be paid from and borne solely by the Escrow Amount. Notwithstanding the foregoing, the Parties acknowledge that \$100,000 of the Escrow Amount is provided to satisfy certain requirements of paragraph 43(f) of the Sale Approval Order, and the Parties agree to execute an additional Escrow Agreement prior to the Closing consistent with such paragraph (the "**Additional Escrow Agreement**"). Notwithstanding anything to the contrary contained in this Agreement, as soon as reasonably practicable after all claims arising under paragraph 43(f) of the Sale Approval Order are resolved by the parties hereto or by order of the Bankruptcy Court, any remaining amounts held by the Escrow Agent under the Additional Escrow Agreement shall be disbursed to Seller.

**4.2 Allocation of Purchase Price.** The Parties agree to allocate the Purchase Price among the Business and the agreements provided herein for transfer of the Business to Purchaser, for all purposes (including financial, accounting and tax) (the "**Allocation**") in a manner consistent with the Allocation Schedule set forth in Schedule 4.2 to be mutually agreed upon by Purchaser and Seller in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, based on the fair market value of the Acquired Assets. Purchaser shall provide to Seller a draft Allocation within fifteen (15) days following the Closing Date. This Allocation shall become final and binding on the parties, unless Seller notifies Purchaser within fifteen (15) days after receipt of such Allocation of Seller's disagreement with such Allocation. In the event Seller timely notifies Purchaser of such disagreement, the parties shall resolve such disagreement in the manner described in Section 13.18 of this Agreement. Purchaser and Seller shall each report the federal, state and local income and other Tax consequences of the purchase and sale contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under Section 1060 of the Internal Revenue Code (or any successor form or successor provision of any future tax law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable law. Seller shall provide Purchaser and Purchaser shall provide Seller with a copy of any information required to be furnished to the Secretary of the Treasury under Internal Revenue Code Section 1060.

**4.3 Other Adjustments.**

**4.3.1** Purchaser agrees to buy from Delphi certain inventory up to 6,228 "VTCUs", as defined in the Verizon Contract, which Delphi, in turn, shall have purchased from Prolificx (the "Prolificx Inventory") if, and only to the extent that such Prolificx Inventory meets, in all respects, Purchaser's requirements to fulfill customer purchase orders under the Verizon Contract and the BP Agreement (collectively, "Customer Purchase Orders"). In the event that such Prolificx Inventory does not meet Purchaser's requirements to fulfill Customer Purchase Orders for VTCUs, then Delphi should have a right of first refusal to sell to Purchaser modified

VTCUs that meet Purchaser's requirements (the "Modified VTCUs") if and only if Delphi can deliver such Modified VTCUs to Purchaser to meet the terms and conditions of Customer Purchase Orders, including the delivery date. Purchaser's obligation to purchase up to 6,228 VTCUs shall be inclusive of any Modified VTCUs purchased. Purchaser shall promptly notify Delphi of Purchaser's acceptance of a Customer Purchase Order for Modified VTCUs. Upon receipt of such notice from Purchaser, Delphi shall have five (5) calendar days to provide Purchaser with written confirmation that it can and will provide such Modified VTCUs to Purchaser in accordance with the terms and conditions of the Customer Purchase Order, including the delivery date. Delphi's right of first refusal shall expire without further notice if Delphi fails to provide the confirmation set forth herein.

**4.3.2** Upon reasonable request and after receipt of a Customer Purchase Order, Delphi shall comply with Purchaser's requests to inspect, test and obtain information concerning the Prolificx Inventory and any Modified VTCUs as contemplated by this Section 4.3 and provide such other adequate assurances of Delphi's ability to provide Prolificx Inventory or Modified VTCUs within the time specified within the Customer Purchase Order. All such requests to inspect, test and/or obtain information concerning the Prolificx Inventory and any Modified VTCUs shall provide sufficient time for Delphi to transfer such Prolificx Inventory or Modified VTCUs to a testing facility as mutually agreed to between the parties.

**4.3.3** Provided that Delphi confirms within five (5) calendar days of a request by Purchaser that it will provide Purchaser with Prolificx Inventory or Modified VTCUs in accordance with the terms of Purchaser's Customer Purchase Orders, Purchaser shall purchase all Prolificx Inventory and Modified VTCUs from Delphi as needed prior to purchasing any VTCUs from any other source.

**4.3.4** The Prolificx Inventory and any Modified VTCUs shall be purchased by Purchaser at the same VTCU unit price provided for in that certain Amendment No. 1 dated May 10, 2006 to the Prolificx Manufacturing Services and License Agreement between Prolificx New Zealand Ltd. and the Seller dated August 1, 2005 (the "Prolificx Agreement").

**4.3.5** Purchaser shall have no obligation to purchase the Prolificx Inventory or the Modified VTCUs (i) if such Prolificx Inventory or Modified VTCUs is not first quality inventory saleable to Customers in the ordinary course of Purchaser's business and/or (ii) if the warranty (of 3 years from the date of delivery to Purchaser) for the Prolificx Inventory or the Modified VTCUs (which shall be no less favorable to Purchaser than the warranty for Prolificx Inventory) is not in full force and effect in all respects or in any other manner diminished.

**4.3.6** Regarding Purchaser's acquisition of inventory from Delphi under this section, Purchaser shall have the same rights, including warranty rights, as Seller, Delphi and its affiliates have, as buyers, against Prolificx or otherwise arising under the Prolificx Agreement, including without limitation, transfer of title and invoicing and payment terms.

**4.3.7** Delphi shall not (i) sell the Prolificx Inventory to any party other than to Purchaser nor (ii) delegate its obligations under this Section 4.3 without the consent of Purchaser.

**4.3.8** Nothing herein shall limit in any respects Purchaser's rights under the law or in equity as against Seller or Delphi with respect to the obligations set forth in this Section 4.3.

**4.3.9** Subject to all of the other terms and conditions of this Section 4.3 relating to the Prolificx Inventory, Purchaser agrees that it shall purchase from Delphi 2,000 VTCUs, whether or not it has received Customer Purchase Orders for such Prolificx Inventory, within one (1) year from the Closing Date.

## **5. REPRESENTATIONS AND WARRANTIES**

**5.1 Representations and Warranties of Seller.** All information set forth in the Disclosure Schedules with respect to any clause of this Section 5.1 shall be deemed disclosed under and incorporated into any other clause of this Section 5.1 as to which such disclosure would clearly be appropriate based solely on the language in such disclosure and such other clause. Seller represents and warrants to Purchaser as follows:

**5.1.1 Organization and Good Standing.** Except as otherwise set forth on Schedule 5.1.1, Seller is a legal entity duly organized, validly existing and in good standing under the laws of its the state of Delaware, and has all requisite corporate or other organizational power and, subject to any required Bankruptcy Court approval, authority to own, lease and operate its properties and assets and to carry on the Business as presently conducted, and is in good standing in all jurisdictions where it owns or leases real property, except where the failure so to qualify or to be so licensed would not have a Material Adverse Effect.

**5.1.2 Corporate Power; Due Authorization.** Seller has the corporate or other organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements, subject to Bankruptcy Court approval, to which Seller is a party, and to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated herein and therein. The execution, delivery and performance of this Agreement and the Ancillary Agreements by the Seller and the consummation of the contemplated transactions have been duly authorized by all necessary action on the part of Seller. Subject to the entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, this Agreement, and the Ancillary Agreements, have been duly and validly executed and delivered by or on behalf of the Seller and (assuming this Agreement constitutes a valid and binding obligation of Purchaser) constitutes a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

**5.1.3 No Violations.** No consent, approval, authorization of, declaration, filing or registration with any domestic or foreign government or regulatory authority or any other third party is required to be made or obtained by the Seller in connection with the execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements (including the assignment of all Transferred Contracts and all Purchased Intellectual Property), except for: (i) consents, approvals, authorizations of, declarations or filings with, the Bankruptcy Court that have been made or obtained, or will be made or obtained prior to the Closing; and (ii) consents, approvals, authorizations, declarations, filings and registrations set forth on Schedule 5.1.3, the lack of which would not have a Material Adverse Effect. The items referred to in clauses (i) through (ii) of this Section 5.1.3 are hereinafter referred to as the "**Third-Party Requirements**".



**5.1.4 Sufficiency of Acquired Assets.** The Acquired Assets comprise all of the assets reasonably necessary to carry on the Business in all material respects as it is now being conducted, except as identified on Schedule 5.1.4.

**5.1.5 Personal Property; Condition of Personal Property:**

**A. Title to Personal Property.** Except for the Personal Property leases and other Personal Property referred to in Schedule 5.1.5.A, Seller has good, valid and marketable title to the Personal Property and Inventory included in the Acquired Assets. Upon entry by the Bankruptcy Court of the Sale Approval Order, Seller shall transfer the Acquired Assets free and clear of any Lien, except as otherwise expressly indicated on Schedule 5.1.5.A.

**B. Condition of Personal Property.** To the Seller's Knowledge, the Personal Property included in the Acquired Assets are in such condition (considering age and purpose for which used) as to enable the Business to be conducted as currently conducted without material disruption.

**C. Inventory.** Except to the extent identified in Schedule 5.1.5.C, the Inventory included in the Acquired Assets will, as of the Closing, be located at Seller's Mountain View, CA site and such other locations as set forth on Schedule 5.1.5.C, be fit for the purpose for which it is ordinarily acquired, and, in the case of finished goods Inventory, merchantable in the Ordinary Course of Business in all material respects.

**D. Machinery, Equipment and Tools.** Regarding the Acquired Assets, Schedule 5.1.5.D sets forth a list of substantially all machinery, equipment and capitalized tools with an acquisition value greater than \$5,000 USD, included in the Acquired Assets and primarily used in or related to the Business.

**5.1.6 Litigation.** Except for the pendency of the Bankruptcy Cases and any Claims referred to in Schedule 5.1.6, there is no suit, action, proceeding or, to Seller's Knowledge, investigation (whether at law or equity, before or by any federal, state or foreign commission, court, tribunal, board, agency or instrumentality, or before any arbitrator) pending or, to any of the Seller's Knowledge, threatened against or affecting Seller.

**5.1.7 Intellectual Property Assets:**

**A.** Schedule 5.1.7.A.1 sets forth a true and complete list, including a complete identification of each patent, trademark registration, copyright registration, domain name registration, and application therefor included in the Owned Intellectual Property; and Schedule 5.1.7.A.2 sets forth a true and complete list of all Licensed Intellectual Property. Schedule 5.1.7.A.3 sets forth a true and complete list, in all material respects, of all Software used in, arising from, relating to, or necessary for the conduct of the Business. To Seller's Knowledge there are no impediments to the ability of Seller under applicable Laws to maintain in effect or renew their respective rights, in all material respects, in and to the Owned Intellectual Property. Except as set forth on Schedule 5.1.11, Schedule 5.1.14.B and/or Schedule 6.2.5, to Seller's Knowledge there are no impediments to the ability of Seller under applicable Law to grant to Purchaser by license or assignment the rights to the Licensed Intellectual Property as contemplated in this Agreement.

**B.** To Seller's Knowledge, Seller is conducting the Business in a manner that does not violate the intellectual property right of another Person and no Claim has

been made by any third party against Seller of Intellectual Property infringement or misappropriation resulting from the operation of the Business, except as set forth in Schedule 5.1.7.B.

**C.** Seller has not granted any license, sublicense or other permission to use the Owned Intellectual Property included in the Acquired Assets to any third party, except as set forth on Schedule 5.1.7.C.

**D.** Except as set forth on Schedule 5.1.7.D, all Owned Intellectual Property included in the Acquired Assets: (i) is owned solely and exclusively by Seller; and (ii) upon entry by the Bankruptcy Court of the Sale Approval Order, Seller shall transfer the Owned Intellectual Property free and clear of any encumbrances thereon.

**E.** Except as set forth on Schedule 5.1.7.E, no Owned Intellectual Property or any Product that contains any is, in whole or in part, governed by an Excluded License. For purposes of this Agreement, an “**Excluded License**” means any license that requires, as a condition of modification and/or distribution of software subject to the Excluded License, that: (i) such software and/or other software combined and/or distributed with such software be disclosed or distributed in source code form or (ii) such software and/or other software combined and/or distributed with such software and any associated intellectual property be licensed on a royalty free basis (including for the purpose of making additional copies or derivative works).

**F.** Seller has taken commercially reasonable steps to protect rights in confidential information (both of the Seller and that of third parties that the Seller has received under an obligation of confidentiality), has required all current and former employees with whom the Seller has shared confidential information to execute legally binding written non-disclosure agreements, and has entered nondisclosure or other similar agreements with substantially all third parties to whom the Seller has shared confidential information, except where the failure to do so would not have a Material Adverse Effect.

**G.** The Seller has secured from all parties who have created any material portion of, or otherwise have any rights in or to, the Owned Intellectual Property, valid and enforceable written assignments or licenses of any such work or other rights to the Seller and provided true, complete and correct copies of such assignments or licenses to Purchaser.

**H.** The Seller does not export vehicle hardware units from the United States and has not determined whether it would require a license to do so.

**5.1.8 Insurance.** Schedule 5.1.8 contains a complete and correct list, in all material respects, of all material policies of insurance covering any of the assets primarily used in or relating to the Business, other than Excluded Assets, indicating for each policy the carrier, risks insured, the amounts of coverage, deductible, expiration date and any material pending claims thereunder. All such policies are outstanding and in full force and effect.

**5.1.9 Compliance with Other Instruments and Laws; Permits.** The Business is in compliance with all Laws applicable to the conduct of the Business and all Permits, except where the failure to be in compliance would not have a Material Adverse Effect. All Permits that are necessary for the conduct of the Business and the ownership and operation of the Acquired Assets have been duly obtained, are in full force and effect, and, to Seller's Knowledge, are listed on Schedule 5.1.9, and there are no proceedings pending or, to Seller's

Knowledge, threatened, which may result in the revocation, cancellation or suspension, or any materially adverse modification, of any such Permit, except in each case as would not, individually or in the aggregate, result in a Material Adverse Effect. The execution, delivery and performance of, and compliance with, this Agreement and the Ancillary Agreements by Seller will not, with or without the passage of time or the giving of notice, result in any such violation or be in conflict with or constitute a default under any Permit.

**5.1.10 Brokers.** Seller has employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Purchaser would be liable.

**5.1.11 Consents and Approvals.** Assuming that the Third-Party Requirements will be satisfied, made or obtained and will remain in full force and effect, and assuming receipt of the consents, approvals and authorizations listed in Schedule 5.1.11, neither the execution, delivery or performance of this Agreement and the Ancillary Agreements by the Seller, nor the consummation by Seller of the Sale, nor compliance by Seller with any of the provisions hereof and of the Ancillary Agreements, will, with or without the passage of time or the giving of notice: (i) result in any breach of any provisions of the articles of incorporation or bylaws or similar organizational documents of Seller; (ii) result in a violation, or breach of, or constitute (with or without due notice or lapse of time) a default (or give rise to any right of termination, cancellation, amendment, vesting, payment, exercise, acceleration, suspension or revocation) under any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, security interest, indenture, loan or credit agreement, license, permit, contract, lease, agreement, plan or other instrument, commitment or obligation to which Seller is a party or by which its properties or assets may be bound or affected; (iii) violate any order, writ, governmental authorization, injunction, decree, statute, rule or regulation applicable to Seller or to any of its properties or assets; or (iv) result in the creation or imposition of any Lien other than Permitted Encumbrances on any asset of Seller, except in the case of clauses (ii), (iii) and (iv) above, for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that: (a) would not individually or in the aggregate have a Material Adverse Effect; or (b) are excused by or unenforceable as a result of the filing of the Bankruptcy Cases or the applicability of any provision of or any applicable law of the Bankruptcy Code.

**5.1.12 Financial Statements.** (i) The unaudited balance sheets and statements of income, as of and for the fiscal years ended December 31, 2003, December 31, 2004 and December 31, 2005, for the Business are set forth in Schedule 5.1.12(i); and (ii) the unaudited balance sheet and statement of income for the four (4) months ended April 30, 2006 for the Business are set forth in Schedule 5.1.12(ii) (such financial statements in clause (i) and (ii) are collectively referred to as the "**Financial Statements**"). Except as set forth on Schedule 5.1.12(ii), the Financial Statements (including the notes thereto) were compiled from the books and records of the Business, are in accordance with such books and records, have been prepared in accordance with GAAP consistently applied (except as set forth therein) throughout the periods covered thereby and present fairly the assets, liabilities, financial position and results of operations of the Business as of the dates and for the periods indicated; provided, however, that the Financial Statements referred to in clause (ii) of the preceding sentence are subject to normal year-end adjustments (which, except as set forth on Schedule 5.1.12(ii) will not be material individually or in the aggregate) and lack footnotes required by GAAP.

**5.1.13 Events Subsequent to Latest Financial Statements.** Except as referred to on Schedule 5.1.13 or as otherwise contemplated by or referred to in this Agreement

or the Ancillary Agreements, since April 30, 2006: (i) there has not been any Material Adverse Change; and (ii) the Business has been conducted and carried on only in the Ordinary Course of Business.

#### **5.1.14 Contracts.**

**A.** Schedule 5.1.14.A lists all Contracts of Seller or its affiliates related to the Business that involve payment or performance obligations that individually exceed \$25,000, and such Schedule includes all other Contracts to which Seller is a party or by which any of its properties are bound or that primarily relate to, are primarily used in, are primarily arising from, or are necessary for the conduct of the Business (including license and distribution agreements and arrangements among Seller, its Affiliates or third parties), other than Accounts Receivable (collectively, "**Listed Contracts**"). Seller has delivered or made available to Purchaser either: (i) true, correct and complete copies in all material respects; or (ii) accurate written descriptions in all material respects, of the Listed Contracts, except as set forth on Schedule 5.1.14.A. Schedule 5.1.14.A identifies all Post-Petition Contracts included within the Listed Contracts other than immaterial Post-Petition Contracts and open purchase orders entered into in the Ordinary Course of Business. Except as set forth on Schedule 5.1.14.A, and except for Post-Petition Contracts that are immaterial to the Business, none of the Post-Petition Contracts included within the Listed Contracts contains any provisions restricting its assignment to Purchaser pursuant to the terms of this Agreement.

**B.** Each of the Listed Contracts is valid, binding and, subject to payment of all Cure Amounts, if applicable (which Cure Amounts will be paid by Seller as set forth in the Sale Approval Order), enforceable against Seller, to the extent set forth therein, and, to Seller's Knowledge, the other parties thereto, in accordance with its terms, and is in full force and effect. Except as set forth on Schedule 5.1.14.B, and other than with respect to monetary defaults by Seller under Listed Contracts that are curable by payment of all Cure Amounts, if applicable, Seller, and to Seller's Knowledge each of the other parties thereto, has performed all obligations required to be performed by it to date under, and is not in material default (except with respect to defaults that need not be cured under Section 365 of the Bankruptcy Code for Seller to assume and assign such Listed Contracts to Purchaser, if applicable) in respect of, any of such Listed Contracts, and there is not a material default thereunder or material claim of default (except with respect to defaults that need not be cured under Section 365 of the Bankruptcy Code for Seller to assume and assign such Listed Contracts to Purchaser, if applicable) and there has not occurred any event which, with the passage of time or the giving of notice or both, would constitute a material default thereunder (except with respect to defaults that need not be cured under Section 365 of the Bankruptcy Code for Seller to assume and assign such Listed Contracts to Purchaser, if applicable), on the part of Seller, or to Seller's Knowledge, on the part of any other party thereto. Except as set forth in Schedule 5.1.14.B, and other than with respect to monetary defaults by Seller under Listed Contracts that are curable by payment of all Cure Amounts, if applicable, Seller has received no written claim or notice from any other party to any such Listed Contract that Seller has breached in any material respects any obligations to be performed by it thereunder, or is otherwise in material default or delinquent in any material respects in performance thereunder (except with respect to defaults, delinquencies or obligations that need not be cured or performed, as appropriate, under Section 365 of the Bankruptcy Code for Seller to assume and assign such Listed Contracts to Purchaser, if applicable).

#### **5.1.15 Tax Matters.**

**A.** Seller has: (i) duly and timely filed with the appropriate federal, state, local and foreign authorities or governmental agencies, all Tax Returns required to be filed and such Tax Returns were true, correct and complete; and (ii) and have paid all Taxes shown thereon as due and owing, except where the failure to file such Tax Returns or to pay such Taxes would not result in any liability to the Purchaser or any Lien on the Acquired Assets.

**B.** Except as set forth on Schedule 5.1.15.A, Seller has properly and timely withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor or other third party (including federal income taxes, sales and use taxes, personal property taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) and has properly and timely paid the same to the proper Tax receiving officers or authorized depositories, except in each case where such failure would not result in any liability to the Purchaser or any Lien on the Acquired Assets.

**C.** Seller is not a party to any Tax allocation, Tax sharing agreement or Tax indemnity arrangement, except as provided in this Agreement, under which Purchaser could be subject to Tax or other liability after the Closing.

**D.** Except as disclosed in Schedule 5.1.15.D, no claim has ever been made by an authority in a jurisdiction in which Seller does not file Tax Returns that it is or may be subject to taxation by that jurisdiction or authority with respect to, in connection with, associated with or related to, Seller; no agreements or waivers are outstanding extending the statutory period of limitations applicable to any Tax Return of Seller with respect to a Tax assessment or deficiency; and Seller has not received any: (i) notice of underpayment of Taxes or other deficiency that has not been paid with respect to, in connection with, associated with or related to, Seller; or (ii) any objection to any Tax Return, with respect to, in connection with, associated with or related to, Seller, except in each case where such matter would not result in any liability to the Purchaser or any Lien on the Acquired Assets. Except as disclosed in Schedule 5.1.15.D, all deficiencies asserted or assessments made as a result of any examinations with respect to, in connection with, associated with or related to, Seller have been fully paid or are fully reflected as a liability in the financial statements of the Seller.

**E.** Seller is not a party to any agreement, contract arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of any excess parachute payments within the meaning of IRC Code Section 280G.

**F.** There are no Tax liens on any of Seller's assets, except for liens for Taxes not yet due and payable.

**G.** Except for Transfer Taxes relating to the Sale, since April 30, 2006, Seller has not incurred any Taxes other than in the ordinary course of business and Seller has made adequate provisions on its books of account for all Taxes with respect to the Acquired Assets and the Business for such period, except for Taxes that would not result in any liability to the Purchaser or any Lien on the Acquired Assets.

**H.** Seller has no liability for the Taxes of any Person other than Seller or any of its subsidiaries (i) under Treasury Regulation 1.1502-6 (or any similar Treasury Regulations), (ii) as a transferee or successor, (iii) by contract, or (iv) otherwise, except in each case where such liability would not result in any liability to the Purchaser or any Lien on the Acquired Assets.

**5.1.16 Employee Issues:**

**A. Business Employees.** Schedule 5.1.16.A contains a list of all Business Employees, and the information thereon is true, complete and correct in all material respects.

**B. Seller Performance.** Seller has performed and discharged, or will perform and discharge on or before the Closing Date, its obligations with respect to all of the Business Employees, up to and including the Closing Date, including working time, payment of wages and salaries, benefits, employer's contributions to any relevant social security, health, welfare and occupational pension scheme, severance or any other payments, and payment of all other costs and expenses relating to their employment (including without limitation any taxation, accrued holiday and vacation pay, accrued bonus or other sums payable with respect to employment) up to and including the Closing Date, except as otherwise set forth on Schedule 5.1.16.B.

**5.1.17 Absence of Other Representations or Warranties.** Except for the Warranties expressly set forth in this Agreement and the Ancillary Agreements, Seller makes no representations or warranties, express or implied, with respect to the Acquired Assets, the Assumed Liabilities, the sale of the Business, and in particular but without limitation, Seller makes no representations with respect to any plan(s) of Purchaser for the future conduct of the Business. For the avoidance of doubt, no warranty or representation is given on the contents of the documents provided in due diligence, on any other documents or other information not contained in this Agreement or the Ancillary Agreements, or on any projected volumes of the Business, all which were produced only for information purposes.

**5.2 Representations and Warranties of Purchaser.** Purchaser warrants and represents to Seller as follows:

**5.2.1 Corporate Data.** Purchaser is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate or other organization power and authority to own, lease and operate its properties and assets.

**5.2.2 Corporate Power; Due Authorization.** Purchaser has the corporate or other organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated herein and therein. The execution, delivery and performance of this Agreement and the Ancillary Agreements have been duly authorized by all necessary action on the part of Purchaser. This Agreement is, and the Ancillary Agreements to which Purchaser is a party will be, when executed and delivered (assuming this Agreement constitutes a legal, valid and binding obligation of the Seller), valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as enforcement of such terms may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or proceedings affecting the enforcement of creditors' rights generally and by the availability of equitable remedies and defenses.

**5.2.3 No Violations.** Neither the execution, delivery or performance of this Agreement by Purchaser, nor the consummation by Purchaser of the transactions contemplated herein, nor compliance by Purchaser with any of the provisions hereof, will: (i) except for the Third-Party Requirements, require Purchaser to obtain any consent, approval or action of, or

make any filing with or give notice to, any domestic or foreign governmental or regulatory body or any other Person; (ii) conflict with or result in any breach of any provisions of the certificate of incorporation or bylaws of Purchaser; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Purchaser or Purchaser's properties or assets.

**5.2.4 Litigation.** Except for the pendency of the Bankruptcy Cases, there is no suit, action, proceeding or investigation (whether at law or equity, before or by any federal, state or foreign commission, court, tribunal, board, agency or instrumentality, or before any arbitrator) pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser which could reasonably be expected to result in the issuance of an Order outstanding restraining, enjoining or otherwise prohibiting Purchaser from consummating the transactions contemplated by this Agreement.

**5.2.5 Brokers.** Purchaser has employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Seller would be liable.

**5.2.6 Solvency.** Upon the consummation of the transactions contemplated by this Agreement: (i) Purchaser will not be insolvent; (ii) Purchaser will not be left with unreasonably small capital; (iii) Purchaser will not have incurred debts beyond its ability to pay such debts as they mature; (iv) the capital of Purchaser will not be impaired; and (v) immediately following closing, Purchaser will have sufficient capital to continue the Business as a going concern (it being understood that Purchaser will have no obligation to continue all or any portion of the Business as a going concern).

**5.2.7 Availability of Funds.** Purchaser has or will have available, at or prior to Closing, sufficient cash in immediately available funds to pay the Purchase Price and all costs, fees and expenses necessary to consummate the transactions contemplated by this Agreement and the Ancillary Agreements.

**5.2.8 Adequate Assurance of Future Performance.** Purchaser has provided or will be able to provide, at or prior to Closing, adequate assurance of its future performance under each Assumed Contract to the parties thereto (other than Seller) in satisfaction of Section 365(f)(2)(B) of the Bankruptcy Code, and no other or further assurance shall be necessary thereunder with respect to any Assumed Contract.

**5.2.9 Compliance with Law.** Purchaser is in compliance with all Laws applicable to it, except with respect to those violations that could not reasonably be expected to result in the issuance of an Order outstanding restraining, enjoining or otherwise prohibiting Purchaser from consummating the transactions contemplated by this Agreement.

**5.2.10 Anti-Money Laundering.** Purchaser is in compliance with: (i) all applicable provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-57) ("**USA PATRIOT Act**") as amended and all regulations issued pursuant to it; (ii) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibited Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism; (iii) the International Emergency Economic Power Act (50 U.S.C. 1701 et seq.), and any applicable implementing regulations; (iv) the Trading with the Enemies Act (50 U.S.C. 50 et seq.), and any applicable implementing regulations; and (v) all applicable legal requirements relating to anti-money laundering, anti-terrorism and economic sanctions in the jurisdictions in

which Purchaser operates or does business. Neither the Purchaser nor any of its directors, officers or affiliates is identified on the United States Treasury Department Office of Foreign Asset Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons" (the "SDN List") or otherwise the target of an economic sanctions program administered by OFAC, and Purchaser is not affiliated in any way with, or providing financial or material support to, any such persons or entities. Purchaser agrees that should it, or any of its directors, officers or affiliates be named at any time in the future on the SDN List, or any other similar list maintained by the U.S. Government, Purchaser shall inform the Seller in writing immediately.

**5.3 Survival of Representations, Warranties and Covenants of the Seller.** The representations and warranties made by the Seller in Section 5.1 shall survive the Closing and shall expire on the first anniversary of the Closing Date (the "**Expiration Date**"); provided, however, that if, at any time prior to the first anniversary of the Closing Date, Purchaser delivers to Seller a written notice alleging the existence of an inaccuracy in or a breach of any of the representations and warranties made by the Seller and asserting a claim for recovery in accordance with Article 12 based on such alleged inaccuracy or breach, then the claim asserted in such notice shall survive the first anniversary of the Closing (and the Expiration Date with respect thereto shall be extended) until such time as such claim is fully and finally resolved. The covenants made by the Seller shall survive the Closing.

**5.4 Survival of Representations, Warranties and Covenants of the Purchaser.** The representations and warranties made by the Purchaser in Section 5.2 shall survive the Closing and shall expire on the Expiration Date; provided, however, that if, at any time prior to the first anniversary of the Closing Date, Seller delivers to Purchaser a written notice alleging the existence of an inaccuracy in or a breach of any of the representations and warranties made by the Purchaser and asserting a claim for recovery in accordance with Article 12 based on such alleged inaccuracy or breach, then the claim asserted in such notice shall survive the first anniversary of the Closing (and the Expiration Date with respect thereto shall be extended) until such time as such claim is fully and finally resolved. The covenants made by the Purchaser shall survive the Closing.

## **6. CONDITIONS TO CLOSING:**

**6.1 Conditions to Obligations of Seller and Purchaser.** The respective obligations of each party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following conditions precedent:

**6.1.1 Sale Approval Order.** The Sale Approval Order, in form and substance reasonably satisfactory to Purchaser, shall be entered by the Bankruptcy Court and shall not be subject to a stay or injunction.

**6.1.2 No Law, Judgments, etc.** No provisions of any applicable Law and no judgment, injunction (preliminary or permanent), order or decree that prohibits, makes illegal or enjoins the consummation of the transactions contemplated by this Agreement shall be in effect (each party taking any and all steps required by Section 8.2 of this Agreement).

**6.2 Conditions to Obligations of Purchaser.** The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Purchaser):



**6.2.1 Accuracy of Representations and Warranties.** Except as otherwise permitted by this Agreement, and after giving effect to the Sale Approval Order, the representations and warranties of Seller contained in this Agreement that are qualified by materiality shall be true and correct, and the other representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects, in each case as of the date hereof and as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which shall be true and correct only as of such date or time). Subject to the preceding sentence, Seller may update or supplement the Disclosure Schedule prior to Closing by written notice to Purchaser, but any such update or supplement shall not be taken into account in determining whether the condition set forth in this Section 6.2.1 has been satisfied or whether there has been a breach of any representation, warranty or covenant has been breached for any purpose under this Agreement. Any claim that Purchaser may have based on matters disclosed by Seller in such updated or supplemented Disclosure Schedule will be deemed waived by Purchaser if Purchaser nonetheless completes the transactions contemplated herein.

**6.2.2 Performance of Covenants.** Each of the Ancillary Agreements to which Seller is a party shall have been executed and delivered by Seller to Purchaser, and all other agreements and transactions contemplated hereby or in any Ancillary Agreement to be performed by Seller on or before the Closing shall have been performed in all respects.

**6.2.3 Payment of Cure Amounts.** Seller shall have paid all Cure Amounts with respect to Assumed Contracts as set forth in Section 8.4 hereof. Seller shall have cured any and all monetary defaults that arose under or otherwise became due and owing prior to the Closing Date under Transferred Contracts that are Post-Petition Contracts.

**6.2.4 Certification.** Seller shall furnish to Purchaser a certification in a form acceptable to Purchaser pursuant to Treasury Regulation Section 1.1445-2(b)(2) that Seller is not a foreign person.

**6.2.5 Other Approvals.** Except as expressly obviated by the terms of the Sale Approval Order, the third party consents set forth in Schedule 6.2.5 shall have been received and all consents, approvals and filings in connection with Third-Party Requirements shall have been obtained or made in form and substance reasonably satisfactory to the Purchaser.

**6.3 Conditions to Obligations of Seller.** Except as otherwise permitted by this Agreement, the obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

**6.3.1 Accuracy of Representations and Warranties.** The representations and warranties of Purchaser contained in this Agreement that are qualified by materiality shall be true and correct, and the other representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects, in each case as of the Closing Date if made on such date (except for representations and warranties that speak as of a specific date or time, which shall be true and correct only as of such date or time), except where the failure of such representation and warranty to be true and correct would not have a material adverse effect on Purchaser's ability to consummate the transactions contemplated by this Agreement.

**6.3.2 Performance of Covenants.** Each of the Ancillary Agreements to which Purchaser is a party shall have been executed and delivered by Purchaser to Seller, and all

other agreements and transactions contemplated hereby or in any Ancillary Agreement to be performed by Purchaser on or before the Closing shall have been performed in all material respects.

**6.3.3 Delivery of Purchase Price.** Purchaser shall have delivered to Seller the Purchase Price by wire transfer, in immediately available funds, to such bank account or bank accounts as shall be specified by Seller to Purchaser on the Closing Date.

## **7. CLOSING.**

**7.1 The Closing.** Subject to the satisfaction of the conditions set forth in Article 6 of this Agreement, the closing (the "**Closing**") of the transactions contemplated hereby shall take place at the offices of DLA Piper, 2000 University Avenue, East Palo Alto, California 94303 at 10:00 a.m. on the second Business Day after the conditions set forth in Article 6 shall have been satisfied or waived (other than conditions which by their nature can be satisfied only at the Closing), but not earlier than July 31, 2006, or on such other date or at such other time as the Parties may agree. For tax and accounting purposes, the effective time of the transaction shall be 11:59 p.m. EDT on the Closing Date.

**7.2 Ancillary Agreements.** At the Closing, the Parties shall execute and deliver each to the other the following agreements to which they are a party:

**7.2.1** Assignment of Lease regarding 800 West El Camino Real, Mountain View, CA 94040 property substantially in the form of Schedule 7.2.1, including the landlord's consent thereto.

**7.2.2** Intellectual Property Transfer Documents as follows:

**A.** An assignment from MobileAria to WIRELESS MATRIX of the Patent Rights set forth in Schedule 5.1.7.A.1 substantially in the form attached hereto as Schedule 7.2.2.A.

**B.** An assignment from MobileAria to WIRELESS MATRIX of the Trademark Rights set forth in Schedule 5.1.7.A.1 substantially in the form attached hereto as Schedule 7.2.2.B.

**7.2.3** Assignment and Assumption Agreement relating to the Transferred Contracts, consistent with the Sale Approval Order substantially in the form attached hereto as Schedule 7.2.3.

**7.2.4** Escrow Agreement between Seller, Purchaser and the Escrow Agent substantially in the form attached hereto as Schedule 7.2.4, and the Additional Escrow Agreement referred to in Section 4.1.2.

**7.2.5** Bill of sale substantially in the form attached hereto as Schedule 7.2.5.

**7.2.6** An Agreement in substantially the form attached hereto as Exhibit 7.2.6.

**7.2.7** A non-exclusive, royalty-free license for vehicle adaptor bus technology on terms reasonably agreeable to Delphi Technologies and Purchaser.

**7.3 Seller's Deliveries.** At the Closing, Seller shall deliver to Purchaser the following, in proper form for recording where appropriate:

**7.3.1** Executed assignments for the Permits and Contracts to be acquired by Purchaser pursuant to Article 1.

**7.3.2** An officer's certificate, dated as of the Closing Date, executed on behalf of Seller, certifying that the conditions specified in Section 6.2 have been fulfilled.

**7.3.3** A certificate, dated as of the Closing Date, executed on behalf of Seller by a Secretary or an Assistant Secretary, certifying: (i) a true and correct copy of Seller's Organizational Documents; and (ii) a true and correct copy of the resolutions of Seller's board authorizing the execution, delivery and performance of this Agreement and any Ancillary Agreement to which Seller is a party and the consummation of the transactions contemplated hereby and thereby.

**7.3.4** Certified copies of all orders of the Bankruptcy Court pertaining to the contemplated transactions contemplated by this Agreement and the Ancillary Agreements, including the Bidding Procedures Order and the Sale Approval Order.

**7.3.5** Duly executed bill of sale transferring the Acquired Assets to Purchaser.

**7.3.6** Appropriate receipts.

**7.4 Purchaser's Deliveries.** At the Closing, Purchaser shall deliver to Seller, in proper form for recording where appropriate:

**7.4.1** The Purchase Price less the Deposit Amount as required by, and in accordance with, Section 4.1.

**7.4.2** An Assignment and Assumption Agreement pursuant to which the Purchaser assumes the Assumed Liabilities.

**7.4.3** An officer's certificate, dated as of the Closing Date, executed on behalf of Purchaser, certifying that the conditions specified in Section 6.3 have been fulfilled.

**7.4.4** A certificate, dated as of the Closing Date, executed on behalf of the Purchaser by its Secretary or an Assistant Secretary, certifying: (i) a true and correct copy of Purchaser's Organizational Documents; and (ii) a true and correct copy of the resolutions of the Purchaser's board authorizing the execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby.

## **8. CERTAIN ADDITIONAL COVENANTS:**

### **8.1 Bankruptcy Actions:**

**8.1.1** The Bidding Procedures are set forth in Section 11.1. As further specified below, Seller shall file a motion or motions (and related notices and proposed orders) with the Bankruptcy Court seeking approval of the Bidding Procedures Order and the Sale Approval Order.

**8.1.2** Seller shall use commercially reasonable efforts to comply (or obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and Federal Rules of Bankruptcy Procedure in connection with obtaining approval of the sale of the Acquired Assets under the Agreement, including serving on all required Persons in the Bankruptcy Cases, notice of the Sale Approval Motion, the Sale Hearing (as hereinafter defined) and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure, the Bidding Procedures Order or other orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

**8.2 Registrations, Filings and Consents; Further Actions.** Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all appropriate actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements as promptly as practicable including, without limitation, using their reasonable best efforts to cause the satisfaction of all conditions to Closing.

**8.3 Operation of the Business Pending Closing:**

**8.3.1** Except: (i) as otherwise provided herein; (ii) as required by or resulting from the Bankruptcy Cases or otherwise approved by the Bankruptcy Court; (iii) subject to any changes that may be required under applicable Laws; (iv) as set forth in the following sentence, until the Closing, Seller will (a) carry on the Business in substantially the same manner as heretofore; and (b) will perform in all material respects all of its obligations under all Listed Contracts and not amend, alter or modify in any significant respect that is adverse to the Business any provision of any Listed Contract; keep in full force and effect insurance comparable in amount and scope to coverage maintained by it on the date of this Agreement; use commercially reasonable efforts to maintain and preserve relations with customers, suppliers, employees and others having business relations with the Business; endeavor to maintain the goodwill of the Business; and promptly advise Purchaser of any material and adverse change in the business condition (financial or other) of the Business or the Acquired Assets.-

**8.3.2** Seller shall promptly notify Purchaser if Seller becomes aware of the occurrence of any event or circumstance that could reasonably be expected to cause the conditions set forth in Sections 6.1.1, 6.1.2, 6.2.1 or 6.2.5 hereof to be satisfied including, without limitation, any event or circumstance that, upon the occurrence of such event or circumstance, causes any representation or warranty of the Seller to be untrue in any material (except for any representation or warranty qualified by materiality) respect at the time of the occurrence of such event or condition.

**8.3.3** Purchaser shall promptly notify Seller if Purchaser becomes aware of the occurrence of any event or circumstance that could reasonably be expected to cause the conditions set forth in Sections 6.1.1, 6.1.2 or 6.3.1 hereof to be satisfied including, without limitation, any event or circumstance that, upon the occurrence of such event or circumstance, causes any representation or warranty of the Purchaser to be untrue in any material (except for any representation or warranty qualified by materiality) respect at the time of the occurrence of such event or condition.

**8.4 Assumed Contracts; Cure Amounts.** As soon as practicable after the date hereof, Seller shall, pursuant to a motion in form and substance reasonably acceptable to

Purchaser (which motion may be incorporated into the Sale Motion), move to assume and assign to Purchaser the Assumed Contracts and shall provide notice thereof in accordance with all applicable Bankruptcy Rules as modified by orders of the Bankruptcy Court. Seller shall pay Cure Amounts as agreed to by the Seller and each party to an Assumed Contract or, absent such agreement, by order of Court in the time and manner specified by the Sale Approval Order. Notwithstanding anything in this Agreement to the contrary, at any time prior to the conclusion of the Sale Hearing, Purchaser may notify the Seller that it has elected not to take an assignment of one or more Assumed Contracts and Seller shall have no obligation to assume or make payment of the Cure Amount with respect to any such Assumed Contract. Seller agrees to make such information available as Purchaser reasonably requests in order to make a determination with respect to such Assumed Contracts.

**8.5 Post-Closing Covenants.** From and after the Closing, each of the Parties will perform its respective covenants and agreements set forth below:

**8.5.1 Seller Post-Closing Covenants:**

**A. Non-Competition.** Seller has as at Closing, established the reputation of the Business. Seller undertakes and agrees with Purchaser that for a period of three (3) years after the Closing Date, except with the consent of Purchaser, Seller shall not either on its own account or in conjunction with or on behalf of any person, firm or company whether by sales, marketing, investing, management or other activities, carry on, license or be engaged, concerned or interested, directly or indirectly, whether as a shareholder, director, employee, partner, agent or otherwise in carrying on any business which is engaged in the design, development, manufacture or sale of Products (a "**Competitive Business**"); provided, however, that the restrictions contained in this Section 8.5.1 will not prohibit, in any way: (i) the acquisition of a controlling interest or merger with any person, or a division or business unit thereof, acquired by or merged, directly or indirectly, into Seller or any of its Affiliates after the Closing Date if the Competitive Business accounts for five (5%) percent or less of the sales or five (5%) percent or less of the value of the acquired business at the date of such acquisition (whichever is the greater) and the Competitive Business is not anticipated to become greater than fifteen (15%) percent of such acquired business's sales or value; (ii) the acquisition by Seller or any of its Affiliates, directly or indirectly, of a non-controlling ownership interest in any person or a division or business unit thereof, or any other entity engaged in a Competitive Business, if the Competitive Business accounts for fifteen (15%) percent or less of the sales or fifteen (15%) percent or less of the value of the acquired business at the date of such acquisition (whichever is the greater) and the Competitive Business is not anticipated to become greater than twenty percent (20%) of such acquired business's sales or value; (iii) the acquisition by Seller or any of its Affiliates, directly or indirectly, of less than five (5%) percent of the publicly traded stock of any person engaged in a Competitive Business; (iv) provision of consulting services to any Person for the purpose of designing or manufacturing on behalf of Seller or any Seller Affiliate or selling to Seller or any Seller Affiliate components and parts solely for automotive applications other than those that would constitute Products; (v) consistent with the generally applicable Seller or any Seller Affiliate troubled supplier practices, direct or indirect activities of Seller or any Seller Affiliate to advise, operate, manage or finance a troubled supplier of Seller or its Affiliates; and (vi) the design, development, manufacture or sale of telematic modems and other telematics hardware and the communication of digital data for the remote resource management market for any kind of vehicle, including commercial vehicles, and derivatives of such hardware (collectively, "**Competing HW**"); provided that Seller does not provide subscription services (other than repair or replacement of defective hardware) associated with the use of Competing HW; and, provided, further, that Competing HW may be

sold only to original equipment manufacturers, any distributor or reseller, and commercial users requiring volumes exceeding 5,000 units. For further clarification, Seller agrees not to market or sell products that combine all of the following features in one Competing HW unit: CDMA (EVDO), GPS, 802 technologies, Windows CE operating platform, USB/Serial/GPIO interfaces and 64MG internal memory capabilities.

**B.** While the restrictions contained in this Section 8.5.1 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons and, accordingly, it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of Purchaser and/or the Business but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

**C.** Seller will cooperate with Purchaser to transition the letter of credit arrangement set forth in Section 4.3 as of the Closing Date.

**8.5.2 Technical Documentation.** Seller has delivered, or will deliver on or before the Closing, to the Purchaser, a copy of all Technical Documentation included in the Acquired Assets. For a period of not less than one (1) year commencing at Closing, Purchaser and its Affiliates shall use reasonable efforts to maintain all Technical Documentation applicable to product design, test, release, validation and manufacture it acquires from Seller and its Affiliates in connection with the purchase of the Acquired Assets under Article 1 of this Agreement at a location at which they shall be reasonably accessible to Seller and its Affiliates upon reasonable request and with reasonable advance notice. During such one (1) year period, Purchaser shall not intentionally destroy or give up possession of its final copy of such documentation without offering Seller the opportunity, at Seller's expense but without any payment to Purchaser, to obtain a copy of such documentation.

**8.5.3 Books and Records and Litigation Assistance From and After Closing:**

**A.** Purchaser and its Affiliates shall use reasonable efforts to preserve and keep all books, records, computer files, software programs and any data processing files delivered to Purchaser by Seller and its Affiliates pursuant to the provisions of this Agreement for a period of not less than one (1) year from the Closing Date, or for any longer period as may be required of the Business by any government agency, law, regulation, audit or appeal of Taxes, or Tax examination at Purchaser's sole cost and expense. If and when Seller believes that such records are no longer legally required, it will notify Purchaser. During such period, Purchaser shall: (i) provide Seller or its Affiliates with such documents and information as necessary, consistent with past practice, to complete the accounting books and records of the Business as of December 31, 2006; and (ii) make such books and records available to Seller and its Affiliates as may be reasonably required by Seller and its Affiliates in connection with any legal proceedings against or governmental investigations of Seller and its Affiliates or in connection with any Tax examination, audit or appeal of Taxes of Seller and its Affiliates, the Business or the Acquired Assets during such period. Seller or its Affiliates shall reimburse Purchaser for the reasonable out-of-pocket expenses incurred in connection with any request by Seller to make available records pursuant to the foregoing sentence. In the event Purchaser wishes to destroy or dispose of such books and records after one (1) year from the

Closing Date, it shall first give not less than thirty (30) days' prior written notice to Seller or its Affiliates, and Seller or its Affiliates shall have the right, at its option, upon prior written notice given to Purchaser within twenty (20) days of receipt of Purchaser's notice, to take possession of said records within thirty (30) days after the date of Purchaser's notice to Seller hereunder.

**B.** Purchaser, for itself and on behalf of its Affiliates, agrees to: (i) retain all documents required to be maintained by federal, state, national or local legislation or regulations; (ii) make available documents and records delivered to it by Seller reasonably necessary in connection with any pursuit, contest or defense related to the Business, including documents that may be considered to be "confidential" or subject to trade secret protection (except that: (a) no documents or records protected by the attorney client privilege in favor of Purchaser must be made available if making these documents or records available would cause the loss of this privilege (in any case, however, Purchaser must notify Seller of the existence of such privileged documents); and (b) Seller and its Affiliates will agree to keep confidential and not use for any other purpose documents and records that are confidential or are subject to trade secret protection); (iii) make available, as may be reasonably necessary and upon reasonable advance notice and for reasonable periods so as not to significantly interfere with Purchaser's business, mutually acceptable engineers, technicians or other knowledgeable individuals to assist Seller and its Affiliates in connection with such claim.

**8.5.4 Payment and Collections.** Seller shall take such action as may be reasonably necessary to segregate payments made or collections received on behalf of Purchaser after Closing, and Purchaser shall take such action as may be reasonably necessary to segregate payments made or collections received on behalf of Seller after Closing, in order to ensure that the cost of the related liability or the benefits of the related assets accrue to the appropriate Party in accordance with the terms of this Agreement. To the extent that any such collections are received after Closing in the form of checks or other negotiable instruments payable to the other Party, Seller or Purchaser, as appropriate, shall promptly take all necessary action to endorse such checks or instruments to permit the appropriate Party to collect the proceeds of such checks and instruments. Seller shall promptly send Purchaser copies of all remittance advices and checks related to payments received by Seller with respect to such items. Purchaser shall notify the Business' customers of the change in address of the owner of the Acquired Assets as may be required in order for such customers to properly remit any payments required under any applicable Acquired Asset and Seller shall cooperate with Purchaser as is reasonably necessary to so notify such customers, including providing appropriate contact information for each such customer.

**8.5.5 Intellectual Property Transition Rights.** Seller will have the right to continue to use the MobileAria corporate name and office materials of the Business in existence at the Closing and bearing any trademark, service mark, trade name or related corporate name of MobileAria, but only in connection with the Bankruptcy Cases and the dissolution and wind down of Seller.

**8.6 Further Assurances.** If at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instructions and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under this Agreement).

**8.7 [Reserved]**

**8.8 Certain Transactions.** Purchaser shall not acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (i) impose any material delay in the obtaining of, or significantly increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Entity necessary to consummate the transactions contemplated by this Agreement or the Ancillary Agreements or the expiration or termination of any applicable waiting period; (ii) significantly increase the risk of any Governmental Entity entering an order prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements; (iii) significantly increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) materially delay or prevent the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

**8.9 Communications with Customers and Suppliers.** Prior to the Closing, Purchaser shall not, and shall cause its Subsidiaries and representatives not to, contact, engage in any discussions or otherwise communicate with any of the Business' customers, suppliers and others with whom it has material commercial dealings without obtaining the prior written consent of Seller (which may be conditioned on Seller having the right to participate in any meetings or discussion with any such customers, suppliers or others); provided, that Purchaser and Seller shall work together in good faith to arrange for an orderly transition of customer, supplier, and other third party relationships, including, without limitation, at the request of Purchaser, meetings and other correspondence with such customers, suppliers, and other third parties to ensure such orderly transition. Purchaser may contact Verizon Services Corp. to: (i) ensure orderly transition of the Verizon Contract to Purchaser; and (ii) reduce and assess the likelihood of termination of the Verizon Contract by Verizon Services Corp. or material reduction of the amount of business conducted pursuant to the Verizon Contract, provided that Purchaser provides at least twenty-four (24) hour prior notice to Seller and permits Seller to supervise such correspondence at Seller's election.

## **9. TERMINATION**

**9.1 Termination.** Anything contained herein to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date:

### **9.1.1 By Either Party:**

- A.** By mutual written consent of Seller and Purchaser.
- B.** Provided the terminating Party is not in default of its obligations under this Agreement, if consummation of the Sale would violate any non-appealable Final Order of any regulatory Governmental Entity, other than the Bankruptcy Court.
- C.** If Seller consummates an Alternative Transaction.
- D.** Providing the terminating Party is not in default of its obligations under this Agreement, by either Seller or Purchaser if the Closing shall not have occurred on or prior to August 31, 2006.



**E.** If the Bankruptcy Court has not entered the Sale Approval Order, on or before July 26, 2006 (the "**Termination Date**") or such Sale Approval Order is subject to a stay or injunction; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1.1.E shall not be available to Purchaser if Purchaser shall have failed to perform, or caused any of its respective Affiliates to perform, any of its respective material obligations under this Agreement.

**9.1.2 By Purchaser.** By Purchaser (provided that Purchaser is not then in material breach of any representation, warranty, covenant or other agreement contained herein) (i) at any time prior to Closing, if a Material Adverse Effect shall have occurred, Purchaser may terminate within ten (10) Business Days after receiving written notice of such event, so long as such event is continuing at the time of any such termination; or (ii) if Verizon Services Corp. has terminated, threatened to terminate, or Verizon otherwise evidences an intent to terminate the Verizon Contract or materially reduce the amount of business conducted pursuant to the Verizon Contract.

**9.2 Notice of Termination.** In the event of any termination pursuant to this Article 9, written notice thereof setting forth the reasons therefor shall promptly be given to the other Party and the transactions contemplated by this Agreement shall be terminated, without further action by any Party.

**9.3 Break-Up Fee; Expense Reimbursement:**

**9.3.1 Break-Up Fee.** Subject to Section 9.3.4, in the event that: (i) Seller sells, transfers, leases or otherwise disposes, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, all or substantially all or a material portion of the Business or the Acquired Assets in a transaction or a series of transactions with one or more parties other than Purchaser (such event being an "**Alternative Transaction**"), Seller shall, within two (2) Business Days after the consummation of an Alternative Transaction(s), pay to Purchaser an amount equal to one hundred ninety-five thousand dollars (\$195,000.00) (the "**Break-Up Fee**"), unless the Agreement is then terminated under Sections 9.1.1.B; in which case no Break-Up Fee shall be payable. The claim of Purchaser for a Break-up Fee shall be paid to Purchaser from the sale proceeds of an Alternative Transaction and, until paid in full, shall constitute a superpriority administrative expense claim under Section 364(c)(1) of the Bankruptcy Code.

**9.3.2 Expense Reimbursement.** In the event this Agreement is terminated pursuant to Sections 9.1.1.D or 9.1.1.E, and provided that Purchaser is not then in breach of this Agreement for which Seller had previously notified Purchaser, and, in the case of Section 9.1.1.D, the failure or occurrence of the event giving rise to any such termination results solely from the status of Seller or any action or conduct of Seller and not from the status of Purchaser or any intentional action or conduct of Purchaser, then Seller shall be obligated to pay Purchaser an amount equal to Purchaser's reasonable, actual out-of-pocket fees and expenses (including, without limitation, reasonable attorneys' fees, expenses of its financial advisors, and expenses of other consultants) incurred in connection with the transactions contemplated by this Agreement (the "**Expense Reimbursement**") up to a maximum of \$120,000. Any Expense Reimbursement payable upon termination of this Agreement shall be immediately earned upon such termination and payable by Seller to Purchaser promptly upon the delivery of an invoice related to such Expense Reimbursement to Seller by Purchaser to be delivered to Seller within ten (10) Business days of termination of this Agreement. The claim of Purchaser for an

Expense Reimbursement shall constitute a superpriority administrative expense under Section 364(c)(1) of the Bankruptcy Code.

**9.3.3** Payments to Purchaser pursuant to this Section 9.3 shall be by wire transfer of immediately available funds in U.S. Dollars, to such account or accounts as Purchaser shall designate in writing.

**9.3.4** Purchaser acknowledges and agrees that, in the event that it terminates this Agreement or Seller terminates this Agreement and Purchaser becomes entitled to receive or receives any Expense Reimbursement, Purchaser shall not be entitled to receive nor shall it receive the Break-Up Fee or any portion thereof, and, conversely, that in the event that Purchaser becomes entitled to receive or receives any Break-Up Fee, it shall not be entitled to receive nor shall it receive the Expense Reimbursement or any portion thereof. In the event that Purchaser would be entitled to receive both the Break-Up Fee and Expense Reimbursement but for the operation of this Section 9.3.4, Purchaser shall be entitled to receive the greater of such amounts.

**9.4 Procedure and Effect of Termination.** In the event of termination and abandonment of the transactions contemplated hereby pursuant to Section 9.1, written notice thereof shall forthwith be given to the other Parties to this Agreement, and this Agreement shall terminate (subject to the provisions of this Article 9) and the transactions contemplated by this Agreement shall be abandoned, without further action by any of the parties hereto. If this Agreement is terminated as provided herein no Party shall have any liability or further obligation to any other Party resulting from such termination except for the provisions of: (i)(a) Purchasers' obligations under that certain confidentiality agreement between the Parties dated April 10, 2006; (b) Article 9 (Termination); and (c) Sections 4.1.1 (Deposit Amount), 13.2 (Notice), 13.3 (Assignment), 13.4 (Entire Agreement), 13.5 (Waiver), 13.8 (Expenses), 13.12 (Governing Law), 13.13 (Public Announcements), 13.15 (Venue and Retention of Jurisdiction) and 13.18 (Dispute Resolution), all of which shall remain in full force and effect; and (ii) no party waives any claim or right against a breaching party in respect of any of its representations, warranties, covenants or agreements set forth in this Agreement occurring prior to such termination; provided, however, that in the event Purchaser is entitled to receive the Break-Up Fee, the right of Purchaser to receive such amount shall constitute Purchaser's sole remedy for (and such amount shall constitute liquidated damages in respect of) any breach by Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement, and provided, further, that in the event Seller is entitled to receive the Deposit Amount, the right of Seller to receive such amount shall constitute Seller's sole remedy for (and such amount shall constitute liquidated damages in respect of) any breach by Purchaser of any of its representations, warranties, covenants or agreements set forth in this Agreement. In connection with any termination of this Agreement, all filings, applications and other submissions made pursuant to the transactions contemplated by this Agreement shall, to the extent practicable, be withdrawn from the agency or Person to which made.

## **10. OTHER TAX MATTERS:**

**10.1** Seller will be responsible for the preparation and filing of all Tax Returns for the Business for all periods for which Tax Returns are due prior to the Closing, including amended returns, applications for loss carryback refunds and applications for estimated tax refunds. Purchaser shall make available to Seller (and to Seller's accountants and attorneys) any and all books and records and other documents and information in its possession or control reasonably

requested by Seller to prepare these Tax Returns. Seller will make all payments required with respect to any such Tax Return.

**10.2** Purchaser will be responsible for the preparation and filing of all Tax Returns for the Business for all periods for which Tax Returns are due after the Closing (other than for Taxes with respect to periods for which the consolidated, unitary and Tax Returns of Seller will include the operations of the Business). Purchaser shall be responsible for and shall pay when due all Taxes attributable, levied or imposed upon or incurred in connection with the Acquired Assets and the Business pertaining to: (a) any period ending after the Closing Date; and (b) the portion of any Taxes for which Purchaser is liable as determined in accordance with Section 10.3 below.

**10.3** For purposes of this Article 10 and Section 2.3, whenever it is necessary to allocate the liability for Taxes for a Straddle Period, the determination of the Taxes of the Business for the portion of the Straddle Period ending at the end of the Closing Date (the "**Pre-Closing Portion**") and the portion of the Straddle Period beginning after the Closing Date (the "**Post-Closing Portion**") will be determined by assuming that the Straddle Period consisted of two taxable years or periods, one of which ended at the close of business on the Closing Date and the other of which began at the beginning of the day after the Closing Date, and items of income, gain, deduction, loss or credit related to the Acquired Assets and the Business for the Straddle Period will be allocated between such two (2) taxable years or periods on a "closing of the books basis" by assuming that the books associated with the Business were closed at the end of the Closing Date; provided, however, that all real property taxes, personal property taxes, ad valorem obligations and similar taxes imposed on a periodic basis, in each case levied with respect to the Acquired Assets (other than Taxes resulting from the transactions described herein as provided for in Section 10.1) for a Straddle Period shall be apportioned between Seller and Purchaser as of the Closing Date based on the number of days of such taxable period up to and including the Closing Date and the number of days of such taxable period following the Closing Date. Seller shall be liable for the proportionate amount of such taxes that is attributable to the period up to and including the Closing Date; Purchaser shall be liable for the proportionate amount of such taxes that is attributable to the period following the Closing Date.

**10.4** Seller and Purchaser will cooperate in connection with: (i) the preparation of filing of any Tax Return, Tax election, Tax consent or certification or any claim for a Tax refund; (ii) any determination of liability for Taxes; and (iii) any audit, examination or other proceeding in respect of Taxes related to the Business or the Acquired Assets. Such cooperation includes a reasonable amount of direct access to accounting, engineering and contracting personnel, subject to availability, which shall not be unreasonably restricted, and advance notice to Purchaser's chief financial officer.

**10.5** Seller shall not, and shall not cause the Business to make, revoke or amend any tax election, execute any waiver of restrictions or tax assessments or collections or extensions if there will be any impact on Purchaser as a result of doing so.

## **11. BIDDING PROCEDURES:**

**11.1 MobileAria Initial Bankruptcy Actions.** This Article 11 sets forth the bidding procedures (the "Bidding Procedures") to be employed with respect to the Agreement and the sale (the "Sale") of the Acquired Assets. The Sale is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court in the Sale Approval Order. The following overbid provisions and related bid protections are designed to compensate the Purchaser for its efforts

and agreements to date and to facilitate a full and fair process (the "**Bidding Process**") designed to maximize the value of the Acquired Assets for the benefit of Seller and its Affiliates' creditors, shareholders and bankruptcy estate.

**11.2 Court Approval.** Promptly after the execution of this Agreement, Seller shall file the Sale Motion with the Bankruptcy Court seeking: (i) entry of the Bidding Procedures Order approving the Bidding Procedures, the Break-Up Fee and the Expense Reimbursement; and (ii) subject to the competitive bidding process provided under the Bidding Procedures, entry of the Sale Approval Order approving this Agreement and the transaction specified herein. It is a material inducement to Purchaser to be able to acquire the Acquired Assets pursuant to the provisions of Sections 363 and 365 of the Bankruptcy Code, including in particular free and clear of Liens pursuant to Section 363(f) of the Bankruptcy Code. Therefore, notwithstanding anything in this Agreement to the contrary, any and all obligations of Purchaser under this Agreement are subject to the entry of the Sale Approval Order approving this Agreement and the transaction specified herein, and ordering, finding or concluding that, among other things: (a) notice of the Sale Motion and the transactions contemplated hereunder was proper and sufficient to all parties entitled to such notice; (b) the sale of the Acquired Assets to Purchaser is approved pursuant to Section 363(b) of the Bankruptcy Code; (c) the assumption and assignment of the Assumed Contracts to the Purchaser is approved pursuant to Section 365 of the Bankruptcy Code and that the Cure Amounts to be paid by the Seller on the Closing Date to the non-debtor parties to the Assumed Contracts satisfy all monetary obligations and defaults of the Seller to those non-debtor third parties required to be cured pursuant to Section 365(b)(1) of the Bankruptcy Code; (d) the sale of the Acquired Assets to the Purchaser pursuant to this Agreement will be free and clear of all known and unknown Liens pursuant to Section 363(f) of the Bankruptcy Code; (e) Purchaser is not a continuation of Seller or its estate, there is no continuity of enterprise between Seller and Purchaser, Purchaser is not a successor to Seller or its estate and the transactions contemplated by this Agreement do not amount to, or otherwise constitute a consolidation, merger or de facto merger of Purchaser and Seller or its estate; (f) Purchaser has acted in good faith within the context of and is entitled to the protections of Section 363(m) of the Bankruptcy Code; (g) the transactions contemplated hereunder are not avoidable pursuant to Section 363(n) of the Bankruptcy Code; (h) Purchaser is not assuming or acquiring any of Seller's liabilities except as specifically provided in this Agreement; and (i) the Sale Approval Order shall be effective immediately notwithstanding the provisions of Bankruptcy Rules 6004(g) and 6006(d). Seller shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted to the Purchaser as far prior to their filing with the Bankruptcy Court as reasonably practicable for the Purchaser's prior review and, solely with respect to the Bidding Procedures Order and the Sale Approval Order, approval, which shall not be unreasonably withheld or delayed. Should Seller not have received Purchaser's approval of the Bidding Procedures Order and the Sale Approval Order prior to Seller's deadline for filing with the Bankruptcy Court, Seller may file such documents with the Bankruptcy Court and may submit a revised Bidding Procedures Order and/or Sale Approval Order reflecting agreed modifications thereto, if any, to the Bankruptcy Court prior to the hearing thereon.

**11.3 Qualified Bidder.** Unless otherwise ordered by the Bankruptcy Court, for cause shown, or as otherwise determined by the Seller, in order to participate in the bidding process, each person (a "Potential Bidder"), other than the Purchaser, must deliver (unless previously delivered) to Seller:

**11.3.1** An executed confidentiality agreement in form and substance satisfactory to Seller.

**11.3.2** Current audited financial statements of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Acquired Assets and the Business, current audited financial statements of the equity holders of the Potential Bidder who shall guarantee the obligations of the Potential Bidder, or such other form of financial disclosure and credit-quality support or enhancement acceptable to Seller and its financial advisors; and

**11.3.3** A preliminary (non-binding) written proposal regarding: (i) the purchase price; (ii) any assets and/or equity interests expected to be excluded; (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the Purchase Price and the requisite Financial Assurance); (iv) any anticipated regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals; (v) any conditions to closing that it may wish to impose in addition to those set forth in this Agreement; and (vi) the nature and extent of additional due diligence it may wish to conduct and the date by which such due diligence will be completed.

A Potential Bidder that delivers the documents described in the previous subparagraphs above and whose financial information and credit-quality support or enhancement demonstrate the financial capability of the Potential Bidder to consummate the Sale, if selected as a successful bidder, and that the Seller determines in its sole discretion is likely (based on availability of financing, experience and other considerations) to be able to consummate the Sale within the time frame provided by this Agreement shall be deemed a "**Qualified Bidder**". As promptly as practicable, after a Potential Bidder delivers all of the materials required above, Seller shall determine, and shall notify the Potential Bidder, if such Potential Bidder is a Qualified Bidder. At the same time that Seller notifies the Potential Bidder that it is a Qualified Bidder, Seller shall allow the Qualified Bidder to begin to conduct due diligence with respect to the Acquired Assets and the Business as provided in Section 11.5 below. Notwithstanding the foregoing, Purchaser shall be deemed a Qualified Bidder for purposes of the Bidding Process.

**11.4 Bid Deadline.** A Qualified Bidder (other than Purchaser) that desires to make a bid shall deliver written copies of its bid to: MobileAria, Inc., 800 West El Camino Real, Suite 240, Mountain View, California 94040, Attention: Richard Lind with copies to: (i) Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan, 48098, Attention: Stephen H. Olsen; (ii) the Seller's restructuring counsel, Skadden, Arps, Slate, Meagher & Flom LLP, at 333 West Wacker Drive, Chicago, Illinois 60601-1285, Attention: John K. Lyons and Randall G. Reese; (iii) the Seller's financial advisor, Pagemill Partners, LLC, 2475 Hanover Street, Palo Alto, California 94304, Attention: Milledge A. Hart; (iv) the Seller's corporate counsel, DLA Piper Rudnick Gray Cary US LLP, 2000 University Avenue, East Palo Alto, California 94303, Attention: James M. Koshland; (v) counsel to the Creditors' Committee, Latham & Watkins LLP, at 885 Third Avenue, New York, New York 10022, Attention: Mark A. Broude; (vi) the Creditors' Committee's financial advisor, Mesirow Financial Consulting LLC, 666 Third Avenue, 21st Floor, New York, New York 10017, Attention: Ben Pickering; (vii) counsel to the debtors' prepetition lenders, Simpson Thacher & Bartlett LLP, 25 Lexington Avenue, New York, New York 10017, Attention: Kenneth S. Ziman; and (viii) the debtors' pre-petition lenders' financial advisor, Alvarez & Marsal, 600 Lexington Avenue, 6th Floor, New York, New York 10022, Attention: Andrew Hede so as to be received not later than 11:00 A.M. (New York Time), on June 29, 2006 (the "**Bid Deadline**"). As soon as reasonably practicable following receipt of each Qualified Bid, Seller shall deliver to Purchaser and its counsel complete copies of all items and information enumerated in Section 11.6 of this Agreement.

**11.5 Due Diligence.** Seller shall afford each Qualified Bidder due diligence access to the Acquired Assets and the Business. Due diligence access may include management presentations as may be scheduled by Seller, access to data rooms, on site inspections and such other matters which a Qualified Bidder may request and as to which Seller, in its sole discretion, may agree to. Seller shall designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. Any additional due diligence shall not continue after the Bid Deadline. Seller may, in its discretion, coordinate diligence efforts such that multiple Qualified Bidders have simultaneous access to due diligence materials and/or simultaneous attendance at management presentations or site inspections. Neither Seller nor any of its Affiliates (or any of their respective representatives) shall be obligated to furnish any information relating to Acquired Assets and the Business to any Person other than to Qualified Bidders who make an acceptable preliminary proposal.

**11.6 Bid Requirements.** All bids must include the following documents (the "Required Bid Documents"):

**11.6.1** A letter stating that the bidder's offer is irrevocable until the earlier of: (i) two (2) Business Days after the closing of the Sale of the Acquired Assets; or (ii) August 31, 2006.

**11.6.2** An executed copy of the Agreement, together with all schedules a ("Marked Agreement") marked to show those amendments and modifications to such agreement and schedules that the Qualified Bidder proposes, including the Purchase Price.

**11.6.3** A good faith deposit (the "Good Faith Deposit") in the form of a certified bank check from a U.S. bank or by wire transfer (or other form acceptable to Seller in its sole discretion) payable to the order of Seller (or such other party as Seller may determine) in an amount equal to US\$500,000.

**11.6.4** Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to Seller and its advisors.

**11.7 Qualified Bids.** A bid will be considered only if the bid:

**11.7.1** Is on terms and conditions (other than the amount of the consideration and the particular liabilities being assumed) that are substantially similar to, and are not materially more burdensome or conditional to Seller than, those contained in the Agreement.

**11.7.2** Is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder.

**11.7.3** Proposes a transaction that Seller determines, in its sole discretion, is not materially more burdensome or conditional than the terms of the Agreement and has a value, either individually or, when evaluated in conjunction with any other Qualified Bid, greater than or equal to the sum of the Purchase Price plus the amount of the Break-Up Fee, plus (i) in the case of the initial Qualified Bid, \$ 400,000; and (ii) \$100,000 in the case of any subsequent Qualified Bids, over the immediately preceding highest Qualified Bid.

**11.7.4** Is not conditioned upon any bid protections, such as a break-up fee, termination fee, expense reimbursement or similar type of payment.

**11.7.5** An acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets in making its bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Agreement or the Marked Agreement.

**11.7.6** Includes a commitment to consummate the purchase of the Acquired Assets (including the receipt of any required governmental or regulatory approvals) within not more than fifteen (15) days after entry of an order by the Bankruptcy Court approving such purchase, subject to the receipt of any governmental or regulatory approvals which must be obtained within twenty (20) days after entry of such order.

**11.7.7** Is received by the Bid Deadline.

A bid received from a Qualified Bidder will constitute a "**Qualified Bid**" only if it includes all of the Required Bid Documents and meets all of the above requirements; provided, however, that Seller shall have the right, in its sole discretion, to entertain bids for the Acquired Assets that do not conform to one or more of the requirements specified herein and deem such bids to be Qualified Bids; provided, further, however, that no bid shall be deemed by Seller to be a Qualified Bid unless such bid proposes a transaction that Seller determines, in its sole discretion, has a value, greater than or equal to the sum of the Purchase Price, plus the amount of the Break-Up Fee, plus \$400,000, taking into account all material terms of any such bid. Notwithstanding the foregoing, the Purchaser shall be deemed a Qualified Bidder, and the Agreement shall be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Sale. A Qualified Bid will be valued based upon factors such as the net value provided by such bid and the likelihood and timing of consummating such transaction. Each Qualified Bid other than that of the Purchaser is referred to as a "**Subsequent Bid**".

If Seller does not receive any Qualified Bids other than the Agreement received from the Purchaser, Seller will report the same to the Bankruptcy Court and will proceed with the Sale pursuant to the terms of the Agreement.

**11.8 Bid Protection. [Reserved]**

**11.9 Auction, Bidding Increments and Bids Remaining Open.** If Seller receives at least one (1) Qualified Bid in addition to the Agreement, Seller will conduct an auction (the "**Auction**") of the Acquired Assets and the Business upon notice to all Qualified Bidders who have submitted Qualified Bids at 10:00 a.m. EST on or before July 10, 2006, at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, in accordance with the following procedures:

**11.9.1** Only Seller, Delphi, Purchaser, any representative of the Committee, any representative of the secured lenders (and the legal and financial advisers to each of the foregoing), and any Qualified Bidder who has timely submitted a Qualified Bid shall be entitled to attend the Auction, and only Purchaser and Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction.

**11.9.2** At least two (2) Business Days prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform Seller whether it intends to participate in the Auction and at least one (1) Business Day prior to the Auction, Seller shall provide copies of the Qualified Bid or combination of Qualified Bids which Seller believes is the highest or otherwise best offer to all Qualified Bidders who have informed Seller of their intent to participate in the Auction. Should an Auction take place, Purchaser shall have the right, but not the obligation, to participate in the Auction. Purchaser's election not to participate in an Auction shall in no way impair its entitlement to receive the Break-Up Fee or Expense Reimbursement, as applicable.

**11.9.3** All bidders shall be entitled to be present for all Subsequent Bids with the understanding that the true identity of each bidder shall be fully disclosed to all other bidders and that all material terms of each Subsequent Bid will be fully disclosed to all other bidders throughout the entire Auction.

**11.9.4** Seller may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids) for conducting the Auction, provided that such rules are not inconsistent with these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith.

**11.9.5** Bidding at the Auction shall begin with the highest or otherwise best Qualified Bid or combination of Qualified Bids and continue in minimum increments of at least \$100,000 higher than the previous bid or bids. The Auction shall continue in one or more rounds of bidding and shall conclude after each participating bidder has had the opportunity to submit an additional Subsequent Bid with full knowledge and written confirmation of the then-existing highest bid or bids. For the purpose of evaluating the value of the consideration provided by Subsequent Bids (including any Subsequent Bid by the Purchaser), Seller shall give Purchaser a credit in an amount equal to the greater of any Break-Up Fee or Expense Reimbursement that may be payable to Purchaser under this Agreement and shall give effect to any assets and/or equity interests to be retained by Seller.

**11.9.6** At the conclusion of the Auction, or as soon thereafter as practicable, Seller, in consultation with its financial advisors, shall: (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale; and (ii) identify the highest or otherwise best offer(s) for the Acquired Assets and the Business received at the Auction (the "**Successful Bid(s)**") and the bidder(s) making such bid, the "**Successful Bidder(s)**").

**11.10 Acceptance of Qualified Bids.** Seller shall sell the Acquired Assets for the highest or otherwise best Qualified Bid upon the approval of such Qualified Bid by the Bankruptcy Court after the hearing (the "**Sale Hearing**"). If, after an Auction in which the Purchaser: (i) shall have bid an amount in excess of the consideration presently provided for in the Agreement with respect to the transactions contemplated under the Agreement; and (ii) is the Successful Bidder, it shall, at the Closing under the Agreement, pay, in full satisfaction of the Successful Bid, an amount equal to: (a) the amount of the Successful Bid; less (b) the Break-Up Fee.

**11.11 Sale Hearing.** The Sale Hearing will be held before the Honorable Robert Drain on July 19, 2006 at 10:00 a.m. (New York City time) at the United States Bankruptcy Court for the Southern District of New York, located in New York, New York, but may be adjourned or



rescheduled without further notice by an announcement of the adjourned date at the Sale Hearing. If Seller does not receive any Qualified Bids (other than the Qualified Bid of the Purchaser), Seller will report the same to the Bankruptcy Court at the Sale Hearing and will proceed with a sale of the Acquired Assets to the Purchaser following entry of the Sale Order. If Seller does receive additional Qualified Bids, then, at the Sale Hearing, Seller shall seek approval of the Successful Bid(s), as well as the second highest or best Qualified Bid(s) (the "**Alternate Bid(s)**" and such bidder(s), the "**Alternate Bidder(s)**"). Seller's presentation to the Bankruptcy Court of the Successful Bid(s) and Alternate Bid(s) shall not constitute Seller's acceptance of either or any such bid(s), which acceptance shall only occur upon approval of such bid(s) by the Bankruptcy Court at the Sale Hearing. Following approval of the sale to the Successful Bidder(s), if the Successful Bidder(s) fail(s) to consummate the sale because of: (i) failure of a condition precedent beyond the control of either Seller or the Successful Bidder; or (ii) a breach or failure to perform on the part of such Successful Bidder(s), then the Alternate Bid(s) shall be deemed to be the Successful Bid(s) and Seller shall effectuate a sale to the Alternate Bidder(s) without further order of the Bankruptcy Court.

**11.12 Return of Good Faith Deposit.** Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) shall be held in an interest-bearing escrow account and all Qualified Bids shall remain open (notwithstanding Bankruptcy Court approval of a sale pursuant to the terms of one or more Successful Bids by one or more Qualified Bidders), until two (2) Business Days following the closing of the Sale (the "**Return Date**"). Notwithstanding the foregoing, the Good Faith Deposit, if any, submitted by the Successful Bidder(s), together with interest thereon, shall be applied against the payment of the Purchase Price upon closing of the Sale to the Successful Bidder(s). If a Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, Seller will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder, and such Good Faith Deposit shall irrevocably become property of Seller. On the Return Date, Seller shall return the Good Faith Deposits of all other Qualified Bidders, together with the accrued interest thereon.

**11.13 Reservation of Rights.** Seller, after consultation with the agents for its secured lenders and the Committee: (i) may determine, which Qualified Bid, if any, is the highest or otherwise best offer; and (ii) may reject at any time, any bid (other than the Purchaser's bid) that is: (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures or the terms and conditions of the Sale; or (c) contrary to the best interests of Seller, its estate and creditors as determined by Seller in its sole discretion

## **12. INDEMNIFICATION:**

**12.1 Seller's Agreement to Indemnify.** If the Closing occurs and Purchaser makes a written claim for indemnification against Seller in accordance with the procedures set forth in this Article 12 prior to the Expiration Date, then Seller agrees to indemnify and hold harmless Purchaser subject to the terms of this Article 12, from and after the Closing, from and against all out-of-pocket liabilities, claims, assessments, losses, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "**Purchaser Damages**") incurred by Purchaser as a result of or arising out of: (i) those Retained Liabilities and those Excluded Assets that are retained at Closing by Seller; (ii) a breach of any representation or warranty in this Agreement; (iii) any covenant to be performed on or before Closing; or (iv) a breach of any agreement or covenant of Seller in this Agreement to be performed after Closing; and the sole source to satisfy any remedy with respect to (i) and (ii) above shall be the Escrow Amount, and the limit of Seller's obligation with

respect to clauses (i) and (ii) above, shall be \$975,000.00. Notwithstanding the foregoing, any claim based on clause (iii) must be made within one hundred eighty (180) days after the Closing Date. As soon as possible after the Expiration Date, the Escrow Amount, including all cash, interest accrued thereon and other property retained by the Escrow Agent, will be delivered to Seller by the Escrow Agent, less an amount necessary to satisfy the amount of all then outstanding claims by Purchaser for Purchaser Damages in accordance with the terms of the Escrow Agreement.

**12.2 Purchaser's Agreement to Indemnify.** If the Closing occurs and Seller makes a written claim for indemnification against Purchaser in accordance with the procedures set forth in this Article 12, then, from and after the Closing, Purchaser shall indemnify and hold harmless Seller from and against all out-of-pocket liabilities, claims, assessments, losses, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "**Seller Damages**") incurred by Seller as a result of or arising out of: (i) the Assumed Liabilities; (ii) a breach of any representation or warranty of Purchaser contained herein; (iii) any covenant to be performed on or before Closing; (iv) a breach of any agreement or covenant of Purchaser contained herein to be performed after Closing; or (v) the use, operation or ownership of the Business or any of the Acquired Assets after the Closing unless such matters are of a nature also subject to indemnification pursuant to Section 12.1. The maximum amount of Purchaser's obligations under clauses (i), (ii) and (v) above shall be \$975,000.00. Notwithstanding the foregoing, any claim based on clause (iii) must be made within one hundred eighty (180) days after the Closing Date.

**12.3 Limitations on Agreements to Indemnify.** The obligations of either Party to indemnify the other pursuant to this Article 12 are subject to the following limitations:

**12.3.1** Each Party agrees that, from and after the Closing, the indemnification provided in this Article 12 is the exclusive remedy for a breach by the other Party of any representation, warranty, agreement or covenant contained in this Agreement, and that there shall be no other remedy for any breach by a party in respect of any claim for monetary damages arising out of or under this Agreement;

**12.3.2** In calculating amounts payable to an indemnified party, the amount of any indemnified Purchaser Damages or Seller Damages, as the case may be, shall be determined without duplication of any other damages for which a claim has been made or could be made under any other representation, warranty, covenant or agreement included herein;

**12.3.3** Any written notice delivered by an indemnified party to an indemnifying party seeking indemnification pursuant to this Agreement shall set forth, with as much specificity as is reasonably practicable, the basis of the claim, the sections of this Agreement which form the basis for the claim, and, to the extent reasonably practicable, a reasonable estimate of the amount of the Purchaser Damages or Seller Damages, as the case may be, that have been or may be sustained by such indemnified party; and

**12.3.4** Notwithstanding any other provision of this Agreement, in no event shall an indemnified party be entitled to indemnification pursuant to this Agreement to the extent any Purchaser Damages or Seller Damages, as the case may be, were attributable solely to the indemnified party's own gross negligence or willful misconduct.

**12.3.5** No indemnifying party shall be liable to an indemnified party until the amount of all indemnifiable damages of such indemnified party in the aggregate exceeds USD

\$20,000.00, after which point the indemnifying party will be obligated to the indemnified party for all damages (and not just the amount in excess of such amount).

To the extent an indemnifying party makes any indemnification payment pursuant this Article 12 for which the indemnified party has a right to recover against a third party (including an insurance company), the indemnifying party shall be subrogated to the right of the indemnified party to seek and obtain recovery from such third party.

**12.4 Third Party Indemnification Procedures.** The obligations of any indemnifying party to indemnify any indemnified party under Sections 12.1 or 12.2 with respect to Purchaser Damages or Seller Damages, as the case may be, resulting from the assertion of liability by third parties (including Governmental Entities) (an "**Indemnification Claim**"), shall be subject to the following terms and conditions:

**12.4.1** Any party against whom any Indemnification Claim is asserted shall give the party required to provide indemnity hereunder written notice of any such Indemnification Claim promptly after learning of such Indemnification Claim (with such notice satisfying the requirements of Section 12.3.3), and, to the extent such matter involves a third party claim, the indemnifying party may, at its option, undertake the defense thereof by representatives of its own choosing and shall provide written notice of any such undertaking to the indemnified party. Failure to give prompt written notice of a Indemnification Claim hereunder shall not affect the indemnifying party's obligations under this Article 12, except to the extent that the indemnifying party is actually prejudiced by such failure to give prompt written notice. The indemnified party, at the indemnifying party's expense, shall, and shall cause its employees and representatives to, reasonably cooperate with the indemnifying party in connection with the settlement or defense of such Indemnification Claim and shall provide the indemnifying party with all available information and documents concerning such Indemnification Claim. If the indemnifying party, within thirty (30) days after written notice of any such Indemnification Claim, fails to assume the defense of such Indemnification Claim, the indemnified party against whom such claim has been made shall (upon further written notice to the indemnifying party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk, and at the expense, of the indemnifying party.

**12.4.2** Anything in this Section 12.4 to the contrary notwithstanding: (i) the indemnified party shall not settle a claim for which it is indemnified without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed; and (ii) the indemnifying party shall not enter into any settlement or compromise of any action, suit or proceeding, or consent to the entry of any judgment for relief other than monetary damages to be borne exclusively by the indemnifying party, without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed.

### **13. MISCELLANEOUS:**

**13.1 Bulk Sales Laws.** Seller and Purchaser hereby waive compliance by Seller with the provisions of the bulk sales Law of any state or foreign jurisdiction.

**13.2 Notices.** All notices, requests, consents or other communications permitted or required under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or when sent if sent via facsimile (with receipt confirmed), or on the first

business day after sent by reputable overnight carrier, or on the third business day after sent by registered or certified first class mail (with receipt confirmed), to the following:

**If to Seller: MOBILEARIA, INC.**  
c/o Delphi Corporation  
2151 East Lincoln Road  
Kokomo, Indiana 46904  
Attn: Ronald E. Jobe, General Director, Finance  
Fax No.: 765-451-0210

**With a copy to: DELPHI CORPORATION**  
5725 Delphi Drive  
Troy, Michigan 48098  
Attn: Assistant General Counsel - Commercial & Transactional  
Fax No.: 248-813-2491

**With a copy to: DLA Piper**  
2000 University Avenue  
East Palo Alto, California 94303  
Attn: Jim Koshland  
Fax No.: 650-833-2001

**If to Purchaser: WIRELESS MATRIX USA, INC.**  
12369B Sunrise Valley Drive  
Reston, Virginia, 20190  
Attn: Maria Izurieta  
Fax No.: 703-262-4013

**With a copy to: COOLEY GODWARD LLP**  
11951 Freedom Drive  
Reston, VA 20190  
Attn: Ryan E. Naftulin, Esq.  
Fax No.: (703) 456-8100

provided, however, if either Party shall have designated a different addressee by notice, then to the last addressee so designated.

**13.3 Assignment.** This Agreement shall be binding and inure to the benefit of the successors and assigns of each of the Parties and their Affiliates, but no rights, obligations, duties or liabilities of either Party may be assigned without the prior written consent of the other, which shall not be unreasonably withheld.

**13.4 Entire Agreement.** This Agreement, together with the Ancillary Agreements, represents the entire agreement and understanding between the Parties with respect to the transactions contemplated herein. This Agreement supersedes all prior agreements, understandings, arrangements, covenants, representations or warranties, written or oral, by any officer, employee or representative of either Party dealing with the subject matter hereof.

**13.5 Waiver.** Any waiver by Seller or Purchaser of any breach or of a failure to comply with any provision of this Agreement: (i) shall be valid only if set forth in a written instrument signed by the Party to be bound; and (ii) shall not constitute, or be construed as, a

continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any provision of this Agreement. At any time prior to the Closing Date, the Parties may: (a) extend the time for the performance of any of the obligations or other acts of the other Parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Except as otherwise expressly provided herein, any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

**13.6 Severability.** Should any provision, or any portion thereof, of this Agreement for any reason be held invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions, or portions thereof, of this Agreement, which other provisions, and portions, shall remain in full force and effect, and the application of such invalid or unenforceable provision, or portion thereof, to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Law.

**13.7 Amendment.** This Agreement may only be amended only in writing by duly authorized representatives or officers of the Parties.

**13.8 Expenses.** Except as otherwise expressly provided in Section 9.3 of this Agreement or an Ancillary Agreement, each Party shall be responsible for its own expenses incurred in connection with the preparation of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

**13.9 Third Parties.** Nothing contained in this Agreement, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

**13.10 Headings.** The headings contained in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**13.11 Counterparts.** More than one counterpart of this Agreement may be executed by the Parties, and each fully executed counterpart shall be deemed an original.

**13.12 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York and, to the extent applicable the Bankruptcy Code, without giving effect to rules governing the conflict of laws.

**13.13 Public Announcements.** Seller and Purchaser will consult with each other before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and shall not issue any press release or make any public statement without mutual consent, except as may be required by Law and then only with such prior consultation.

**13.14 Sales or Transfer Taxes.** All sales taxes, documentary and stamp taxes, transfer taxes, use taxes, gross receipts taxes, excise taxes, value-added gross receipt taxes or similar charges and all charges for filing and recording documents in connection with the

transfer of the Acquired Assets (including intellectual property filing and recording fees) shall be paid by Purchaser.

**13.15 Venue and Retention of Jurisdiction.** All actions brought, arising out of or related to the transactions contemplated in this Agreement shall be brought in the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction to determine any and all such actions.

**13.16 Risk of Loss.** Prior to the Closing, all risk of loss, damage or destruction to all or any part of the Acquired Assets or the Business shall be borne exclusively by the Seller.

**13.17 Enforcement of Agreement.** The Parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to all other remedies available at law or in equity.

**13.18 Dispute Resolution.** Seller and Purchaser will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement or any Ancillary Agreement by good faith negotiations by senior management of each party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either party to the other, either party may make a written demand (the "**Demanding Party**") for formal dispute resolution (the "**Notice**") and specify therein in reasonable detail the nature of the dispute. Within fifteen (15) business days after receipt of the Notice, the receiving party (the "**Defending Party**") shall submit to the other a written response. The Notice and the response shall include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) business days after such written notification, the executives (and others named in the Notice or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored promptly. All negotiations pursuant to this Section 13.18 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In any case, the Parties agree not to commence any litigation actions until the expiration of ninety (90) days after the date of the Notice, and all such actions are subject to Section 13.15 above.

**13.19 No Right of Setoff.** Neither party hereto nor any Affiliate thereof may deduct from, set off, holdback or otherwise reduce in any manner whatsoever any amount owed to it hereunder or pursuant to any Ancillary Agreement against any amounts owed hereunder or pursuant to any Ancillary Agreement by such Persons to the other party hereto or any of such other party's Affiliates.

**13.20 Limitation on Damages.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING ARTICLE 12, IN NO EVENT SHALL PURCHASER OR SELLER BE LIABLE FOR, OR BEAR ANY OBLIGATION IN RESPECT OF, ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER OR ANY DAMAGES RELATING TO, OR ARISING OUT OF, DIMINUTION IN VALUE, LOST PROFITS OR CHANGES IN RESTRICTIONS ON BUSINESS PRACTICES.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers.

**MOBILEARIA, INC.**

**WIRELESS MATRIX USA, INC.**

By:

A handwritten signature in dark ink, appearing to read "J. Richard Carlson", is written over a light gray rectangular background.

Print Name:

By:

Print Name: J. Richard Carlson


Title:

Title: CEO and President



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers

MOBILEARIA, INC.

By   
Print Name Richard C Lind  
Title President

WIRELESS MATRIX USA, INC.

By  
Print Name  
Title

Counterparty	Agreement	Cure Amount
12 Planet, Inc.	Mutual Confidentiality Agreement effective July 17, 2002 between MobileAria, Inc. and I2 Planet, Inc.	\$0.00
A2S Advanced Systems Solutions Limited	Mutual Confidentiality Agreement effective February 28, 2002 between MobileAria, Inc. and A2S Advanced Systems Solutions Limited	\$0.00
Absolute Wireless Inc.	Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and Absolute Wireless Inc.	\$0.00
Accounting Services	Standard Engagement Terms and Fee Schedule Letter for accounting services dated October 31, 2000 from ManageComm, Inc. to MobileAria, Inc.	\$1,878.63
Acevedo, Natalie	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
ACNielson Vantis	Confidentiality Agreement effective June 29, 2001 between MobileAria, Inc. and ACNielson Vantis	\$0.00
Active RFID Systems, Inc.	Mutual Confidentiality Agreement effective October 5, 2005 between MobileAria, Inc. and Active RFID Systems, Inc.	\$0.00
AdvanTel, Inc.	Maintenance Service Agreement dated March 13, 2003 by and between MobileAria, Inc. and AdvanTel, Inc.	\$112.00
Advantra International NV	Agreement effective September 11, 2003 between MobileAria, Inc. and Advantra International NV	\$0.00
Alcoff, Ed	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
ALK Technologies/TravRoute	Mutual Confidentiality Agreement effective June 15, 2001 between MobileAria, Inc. and ALK Technologies/TravRoute	\$0.00
AmBell Corporation	Mutual Confidentiality Agreement effective April 30, 2000 between MobileAria, Inc. and AmBell Corporation	\$0.00
Apache Software Foundation	Apache License Version 2.0, January 2004	\$0.00
Aragon, Vincent	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Arsenault Associates	Mutual Confidentiality Agreement effective February 21, 2001 between MobileAria, Inc. and Arsenault Associates	\$0.00
Asefaw, Solomon	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Asset Growth Partners, Ltd.	Standard Office Lease dated March 6, 2003 by and between MobileAria, Inc. and Asset Growth Partners, Ltd., as amended.	\$0.00
Auto Club of America	Mutual Confidentiality Agreement effective February 14, 2003 between MobileAria, Inc. and Auto Club of America	\$0.00
Automobile Club of Southern California	Reciprocal Non-Disclosure Agreement effective April 25, 2001 between MobileAria, Inc. and Automobile Club of Southern California	\$0.00
Auto Page Unlimited Inc.	Installation Services Agreement dated June 12, 2006 between MobileAria, Inc. and Auto Page Unlimited Inc.	\$0.00
BMC Software Distribution, Inc.	Agreement between Remedy Software and Seller for Remedy software and maintenance as evidenced by Remedy Invoice Number CMG121272 dated August 9, 2005, Remedy Invoice Number CMG1215124 dated February 17, 2006, WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006, BMC Software Invoice Number 6226052 dated June 14, 2006 and Remedy Software Contract Number 52856	\$0.00
BMC Software Distribution, Inc.	Agreement between Remedy Software and Seller for Remedy software and maintenance as evidenced by Remedy Invoice Number CMG121272 dated August 9, 2005, Remedy Invoice Number CMG1215124 dated February 17, 2006, WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006, BMC Software Invoice Number 6226052 dated June 14, 2006 and Remedy Software Contract Number 52856	\$0.00
Babichev, Alexander	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Bagga, Neeraj	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Bathula, Satya	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Blum, Rodney	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Bobcat Company	Confidentiality Agreement effective April 16, 2003 between MobileAria, Inc. and Bobcat Company	\$0.00
Bolsh, Alan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Booz-Allen & Hamilton, Inc.	Confidentiality Agreement effective December 15, 2000 between MobileAria, Inc. and Booz Allen & Hamilton Inc.	\$0.00
Bortoli, Chris	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Boulder Global Development Group, LLC	Mutual Confidentiality Agreement effective May 8, 2001 between MobileAria, Inc. and Boulder Global Development Group, LLC.	\$0.00
BP Amoco Chemical Company	Confidentiality Agreement effective May 5, 2003 between MobileAria, Inc. and BP Amoco Chemical Company	\$0.00
BP Products North America, Inc.	BP and MobileAria AMPS Airtime Services Agreement effective March 2003 by and between BP Products North America, Inc. and MobileAria, Inc.	\$0.00
BP Products North America	MobileAria Fleet Telematics Services Agreement between MobileAria, Inc. and BP Products North America, Inc., dated January 17, 2003	\$0.00
Breo Ventures, LLC	Confidentiality Agreement effective October 20, 2000 between MobileAria, Inc. and Breo Ventures, LLC.	\$0.00
Bridgetown Communications	Installation Services Agreement dated June 13, 2006 between MobileAria, Inc. and Bridgetown Communications.	\$0.00
Bridgetown Communications	Mutual Confidentiality Agreement between MobileAria, Inc. and Bridgetown Communications dated June 13, 2006	\$0.00
BrightPoint	Settlement and Release Agreement dated June 28, 2002 between MobileAria, Inc. and BrightPoint.	\$0.00
Brockway, Jared	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Brown, Craig	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Buena Vista Internet Group	Mutual Nondisclosure Agreement effective December 8, 2000 between MobileAria, Inc. and Buena Vista Internet Group	\$0.00
Cameron, Deborah L.	Mutual Confidentiality Agreement effective January 21, 2003 between MobileAria, Inc. and Deborah L. Cameron	\$0.00
CAT Technology	Mutual Confidentiality Agreement effective January 9, 2001 between MobileAria, Inc. and CAT Technology	\$0.00
Catalyst Capital Partners, Inc.	Confidentiality Agreement effective May 11, 2004 between MobileAria, Inc. and Catalyst Capital Partners, Inc.	\$0.00
Cellco Partnership d/b/a Verizon Wireless	Joint Marketing Agreement between MobileAria, Inc. and Cellco d/b/a Verizon Wireless.	\$0.00
Cellco Partnership dba Verizon Wireless	Mutual nondisclosure agreement #750-02132-2004 effective January 1, 2005 by and between Cellco Partnership dba Verizon Wireless and MobileAria, Inc.	\$0.00
Cellocator, Ltd.	Demonstration Confidentiality Agreement effective September 19, 2001 between MobileAria, Inc. and Coradiant Inc.	\$0.00
Cellport Systems, Inc.	Mutual Confidentiality Agreement effective March 16, 2001 between MobileAria, Inc. and CellPort Systems, Inc.	\$0.00
Centrality Communications, Inc.	Mutual Confidentiality Agreement effective September 8, 2004 between MobileAria, Inc. and Centrality Communications, Inc.	\$0.00
Certicom International Corp.	Mutual Confidentiality Agreement effective January 28, 2003 between MobileAria, Inc. and Certicom International Corp.	\$0.00
Chan, Andrew	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Chander, Bala	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Chanderraju, Varma	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Chen, Juilin	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Chernov, Vladimir	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Chhabra, Maninder	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Cho Graphics	Confidentiality Agreement effective August 15, 2001 between MobileAria, Inc. and Cho Graphics	\$0.00
Chung, Chi	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Cisco Systems	Mutual Confidentiality Agreement effective March 16, 2001 between MobileAria, Inc. and Cisco Systems	\$0.00
Clarity, LLC	Mutual Confidentiality Agreement effective February 4, 2002 between MobileAria, Inc. and Clarity, LLC	\$0.00
Clarke, Jeffrey	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
CMango Services Management Company	Agreement between Remedy Software and Seller for Remedy software and maintenance as evidenced by Remedy Invoice Number CMG121272 dated August 9, 2005, Remedy Invoice Number CMG1215124 dated February 17, 2006, WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006, BMC Software Invoice Number 6226052 dated June 14, 2006 and Remedy Software Contract Number 52856	\$0.00

Counterparty	Agreement	Cure Amount
CMango Services Management Company	Agreement between Remedy Software and Seller for Remedy software and maintenance as evidenced by Remedy Invoice Number CMG121272 dated August 9, 2005, Remedy Invoice Number CMG1215124 dated February 17, 2006, WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006, BMC Software Invoice Number 6226052 dated June 14, 2006 and Remedy Software Contract Number 52856	\$0.00
CMANGO, Inc.	Agreement between Remedy Software and Seller for Remedy software and maintenance as evidenced by Remedy Invoice Number CMG121272 dated August 9, 2005, Remedy Invoice Number CMG1215124 dated February 17, 2006, WIPRO / CMango Invoice number WIPRO-14 dated May 9, 2006, BMC Software Invoice Number 6226052 dated June 14, 2006 and Remedy Software Contract Number 52856	\$0.00
CMG, Inc.	Mutual Confidentiality Agreement effective January 28, 2002 between MobileAria, Inc. and The Crystal Mountain Group (CMG), Inc.	\$0.00
Conlisk, Steve	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Consortium Executive Search	Settlement and Release Agreement dated June 5, 2002 between MobileAria, Inc. and Consortium Executive Search.	\$0.00
CONTEX Engineering International, Inc.	Mutual Confidentiality Agreement effective September 5, 2002 between MobileAria, Inc. and CONTEX Engineering International, Inc.	\$0.00
Coradiant Inc.	Demonstration Confidentiality Agreement effective September 19, 2001 between MobileAria, Inc. and Coradiant Inc.	\$0.00
Courreges, Nicolas	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Creative & Response Research	Confidentiality Agreement effective June 28, 2001 between MobileAria, Inc. and Creative & Response Research	\$0.00
Cross Country Global ITS Services Corp.	Mutual Confidentiality Agreement effective February 7, 2003 between MobileAria, Inc. and Cross Country Global ITS Services Corp.	\$0.00
CTA Consulting	Mutual Confidentiality Agreement effective April 30, 2004 between MobileAria, Inc. and CTA Consulting	\$0.00
Cusanza, Christopher	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
CustomWeather, Inc.	Mutual Confidentiality Agreement effective June 10, 2003 between MobileAria, Inc. and CustomWeather, Inc.	\$0.00
Cyron, Alan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Cytranz, Inc.	Mutual Confidentiality Agreement effective November 12, 2002 between MobileAria, Inc. and Cytranz, Inc.	\$0.00
Dange, Milind	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Data Dimensions	Confidentiality Agreement effective June 11, 2001 between MobileAria, Inc. and Sadiq Patankar	\$0.00
Datascan Technologies, Inc.	Mutual Confidentiality Agreement effective April 19, 2005 between MobileAria, Inc. and Datascan Technologies, Inc.	\$0.00
Davies, Jonathan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Dean, Philip	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Dejai Pty Ltd	Mutual Confidentiality Agreement effective June 2, 2004 between MobileAria, Inc. and Dejai Pty Ltd and/or RoadPilot (Asia Pacific) Pty Ltd.	\$0.00
Dhingra, Ruchika	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
DHL Danzas	Danzas AE Customs Brokerage Services Invoice No. 107698954 dated June 6, 2006	\$0.00
Dokakis, Anna	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Doraiswami, Vijayaraghavan	Consulting Agreement dated December 16, 2005 between Vijayaraghavan Doraiswami and the Seller.	\$0.00
Dow Jones & Company, Inc.	Nondisclosure Agreement effective June 8, 2001 between MobileAria, Inc. and Dow Jones & Company Inc.	\$0.00
DPAC Technologies	Mutual Confidentiality Agreement effective July 29, 2004 between MobileAria, Inc. and DPAC Technologies	\$0.00
Dubrovsky, Vladimir	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Duffy, Darrell	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Duko, Artur	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Durand, Kimberly	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Eletel Inc.	Mutual Confidentiality Agreement effective July 20, 2001 between MobileAria, Inc. and Eletel Inc.	\$0.00
Ember Corporation	Mutual Confidential Disclosure Agreement effective July 2, 2003 between MobileAria, Inc. and Ember Corporation	\$0.00
EMS Technologies Canada, Ltd.	Mutual Confidentiality Agreement effective October 16, 2002 between MobileAria, Inc. and EMS Technologies Canada, Ltd.	\$0.00
Enterprise Information Solutions, Inc.	Mutual Confidentiality Agreement effective February 27, 2004 between MobileAria, Inc. and Enterprise Information Solutions, Inc.	\$0.00
Ericsson Inc.	Mutual Confidentiality Agreement effective July 10, 2001 between MobileAria, Inc. and Ericsson Inc.	\$0.00
Essex Electronics, Inc.	Mutual Confidentiality Agreement effective August 25, 2003 between MobileAria, Inc. and Essex Electronics Incorporated	\$0.00
Esmonde, Richard	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Esparza, Robert	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Exelon Corporation	Confidentiality and Nondisclosure Agreement effective March 29, 2006 between Exelon Corporation and MobileAria, Inc.	\$0.00
Extended Systems of Idaho, Inc.	Settlement and Release Agreement dated May 30, 2002 between MobileAria, Inc. and Extended Systems of Idaho, Inc. B99 Settlement and Release Agreement dated May 30, 2002 between MobileAria, Inc. and Extended Systems of Idaho, Inc.	\$0.00
Extended Systems Incorporated	Mutual Non-Disclosure effective November 14, 2001 between MobileAria, Inc. and Extended Systems Incorporated	\$0.00
Fairbank, Daniel	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
FedEx Ground Package System, Inc.	Mutual Nondisclosure Agreement effective April 29, 2005 between MobileAria, Inc. and FedEx Ground Package System, Inc.	\$0.00
Ferdowsian, Zoya	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
FleetRisk Advisors, LLC	Mutual Confidentiality Agreement effective June 22, 2004 between MobileAria, Inc. and FleetRisk Advisors, LLC	\$0.00
Fonix Corporation	Mutual Confidentiality Agreement effective May 23, 2000 between MobileAria, Inc. and Fonix Corporation	\$0.00
Forrester Research	Confidentiality Agreement effective September 19, 2001 between MobileAria, Inc. and Forrester Research	\$0.00
Freightliner LLC	Confidentiality and Non-Disclosure Agreement for Proprietary Information effective June 7, 2001 between MobileAria, Inc. and Freightliner LLC	\$0.00
Gayles, Edward	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Gearworks Inc.	Mutual Confidentiality Agreement effective May 9, 2001 between MobileAria, Inc. and Gearworks, Inc.	\$0.00
GenX Mobile Incorporated	Mutual Confidentiality Agreement effective November 30, 2004 between MobileAria, Inc. and Genx Mobile Incorporated	\$0.00
Geographic Data Technology, Inc.	Mutual Confidentiality Agreement effective February 14, 2001 between MobileAria, Inc. and Geographic Data Technology, Inc.	\$0.00
Ghazanfari, Ira	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Giffin, Doug	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Globespan Virata, Inc.	Mutual Confidentiality Agreement effective September 17, 2004 between MobileAria, Inc. and Globespan Virata, Inc.	\$0.00
Go2 Systems, Inc.	Mutual Confidentiality Agreement effective January 24, 2001 between MobileAria, Inc. and Go2 Systems, Inc.	\$0.00
Gordienko, Eugene	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Grober, Rochelle	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Hall, Kenneth	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Halliburton Energy Services, Inc.	Confidentiality Agreement effective March 4, 2004 between MobileAria, Inc. and Halliburton	\$0.00

Counterparty	Agreement	Cure Amount
Hearney, Michael	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Hi-G-Tek Ltd.	Mutual Confidentiality Agreement effective March 3, 2003 between MobileAria, Inc. and Hi-G-Tek Ltd.	\$0.00
Holzman, Mathew	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Houlihan Lokey Howard & Zukin	Mutual Confidentiality Agreement effective February 3, 2005 between MobileAria, Inc. and Houlihan Lokey Howard & Zukin	\$0.00
IBM	IBM Agreement for Exchange of Confidential Information effective July 25, 2002 between MobileAria, Inc. and International Business Machines Corporation and related Confidential Disclosure Agreement – Supplement for Disclosure effective February 15, 2006	\$0.00
IDEO	Settlement and Release Agreement dated June 5, 2002 between MobileAria, Inc. and IDEO.	\$0.00
IITRON, Taipei, Taiwan	Mutual Confidentiality Agreement effective June 20, 2001 between MobileAria, Inc and IITRON	\$0.00
Indus International, Inc.	Mutual Confidentiality Agreement effective March 13, 2006 between MobileAria, Inc. and Indus International, Inc.	\$0.00
Infobahn Software World	Settlement and Release Agreement dated April 18, 2002 between MobileAria, Inc. and Infobahn Software World.	\$0.00
InfoGation Corp.	Mutual Confidentiality Agreement effective June 12, 2001 between MobileAria, Inc. and InfoGation Corp.	\$0.00
InfoSpace, Inc.	Mutual Confidentiality Agreement effective May 23, 2001 between MobileAria, Inc. and InfoSpace, Inc.	\$0.00
Innovative Software Engineering, L.L.C.	Reciprocal Non-Disclosure Agreement effective October 10, 2005 between MobileAria, Inc. and Innovative Software Engineering, LLC.	\$0.00
Innvo Systems Pte Ltd	Mutual Confidentiality Agreement effective April 29, 2003 between MobileAria, Inc. and Innvo Systems Pte Ltd	\$0.00
Intel Corporation	Corporate Non-Disclosure Agreement effective November 6, 2003 between MobileAria, Inc. and Intel Corporation	\$0.00
InterNap	Mutual Confidentiality Agreement effective June 20, 2001 between MobileAria, Inc. and InterNap	\$0.00
International Truck & Engine Corporation	Mutual Confidentiality Agreement effective January 17, 2003 between MobileAria, Inc. and International Truck & Engine Corporation (ITEC)	\$0.00
Internet MainStreet, Inc.	Settlement and Release Agreement dated June 7, 2002 between MobileAria, Inc. and the Internet MainStreet, Inc.	\$0.00
Intrinsyc Software International, Inc.	Mutual Confidentiality Agreement effective April 19, 2005 between MobileAria, Inc. and Intrinsyc Software International, Inc.	\$0.00
Iridium Satellite LLC	Mutual Non-Disclosure Agreement effective May 7, 2003 between MobileAria, Inc. and Iridium Satellite LLC	\$0.00
Iron Mountain	Three-Party Escrow Service Agreement effective April 7, 2006 by and between MobileAria, Inc. and its affiliates and subsidiaries, Verizon Services Corp and Iron Mountain Intellectual Property Management, Inc.	\$0.00
Iteris, Inc.	Mutual Confidentiality Agreement effective September 22, 2002 between MobileAria, Inc. and Iteris, Inc.	\$0.00
Itochu Technology, Inc.	Mutual Confidentiality Agreement effective July 16, 2001 between MobileAria, Inc and Itochu Technology Inc.	\$0.00
Ivus Technical Services, Inc.	Mutual Confidentiality Agreement effective May 1, 2001 between MobileAria, Inc and Ivus Technical Services, Inc.	\$0.00
IXI Mobile	Mutual Confidentiality Agreement effective April 13, 2000 between MobileAria, Inc and IXI Mobile	\$0.00
J. B. Hunt	Mutual Confidentiality Agreement effective May 24, 2005 between MobileAria, Inc and JB Hunt, LLC.	\$0.00
Jain, Monali	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
JCorporate Inc.	JSPTags (JSP Tags) and Jgroup Software license	\$0.00
Jester, Daniel	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Johnson, Suena	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Joseph, Dwight	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
JP Systems, Inc.	Mutual Confidentiality Agreement effective November 21, 2000 between MobileAria, Inc and JP Systems, Inc.	\$0.00
Kalman, Israel	Mutual Confidentiality Agreement effective March 11, 2004 between MobileAria, Inc and Israel Kalman	\$0.00
Kienhofer, Juergen	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Kim, Jay	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
King, Chuck	Mutual Confidentiality Agreement effective August 12, 2003 between MobileAria, Inc and Chuck King	\$0.00
Kinzie, Al	Mutual Confidentiality Agreement effective January 31, 2006 between MobileAria, Inc and Al Kinzie	\$0.00
Kirsens Technologies Corp.	Mutual Confidentiality Agreement effective January 25, 2004 between MobileAria, Inc and Kirsens Technologies, Corp.	\$0.00
Kiryung Electronics	Mutual Confidentiality Agreement effective December 16, 2003 between MobileAria, Inc and Kiryung Electronics	\$0.00
Kodancha, Vinay	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Kolkowitz, Dan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Krishnamurthy, Rajesh	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Lagodsky, Alla	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Lai, Alan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Lat-Lon, LLC	Mutual Confidentiality Agreement effective April 28, 2003 between MobileAria, Inc and Lat-Lon, LLC	\$0.00
LetsTalk.com, Inc.	Settlement and Release Agreement dated May 29, 2002 between MobileAria, Inc. and LetsTalk.com, Inc.	\$0.00
LG Infocomm Inc.	Mutual Confidentiality Agreement effective July 17, 2001 between MobileAria, Inc and LG Infocomm, Inc.	\$0.00
Lion Bridge Tech.	Mutual Confidentiality Agreement effective September 18, 2001 between MobileAria, Inc and Lion Bridge Tech	\$0.00
Liston, Rachel	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Liu, Gong	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
LogikKos, Inc.	Mutual Confidentiality Agreement effective December 9, 2002 between MobileAria, Inc and Logikos, Inc.	\$0.00
Lu, Linda	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Lucent Technologies Inc.	Non-Disclosure Agreement effective October 6, 2005 between MobileAria, Inc and Lucent Technologies, Inc.	\$0.00
Lunsford, Eric	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Lynn, Owen	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Mahesh, Subramanian	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
MAI Mark Airington Installations	Mutual Nondisclosure Agreement effective June 1, 2006 between MAI Mark Airington Installations and MobileAria, Inc.	\$0.00
MAI Mark Airington Installations	Installation Services Agreement effective June 1, 2006 between MAI Mark Airington Installations and MobileAria, Inc.	\$0.00
ManageComm, Inc.	Standard Engagement Terms and Fee Schedule Letter for accounting services dated October 31, 2000 from ManageComm, Inc. to MobileAria, Inc.	\$1,878.63
Martin, Kurt	Confidentiality Agreement effective January 24, 2002 between MobileAria, Inc and Kurt Martin	\$0.00
McGuinn, Kevin	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
McNish, Ian	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Mehta, Kaushal	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Mentora Group, Inc.	Mutual Confidentiality Agreement effective September 11, 2001 between MobileAria, Inc and Mentora Group, Inc.	\$0.00
Mentora Group, Inc.	Mentora Master Service Agreement effective September 24, 2001 between MobileAria, Inc and Mentora Group, Inc.	\$0.00
Microsoft Corporation	Microsoft Corporation Non-disclosure agreement (standard reciprocal) effective February 13, 2002 by and between Microsoft Corporation and MobileAria, Inc.	\$0.00
Microsoft Corporation	Microsoft Corporation Non-Disclosure Agreement (Standard Reciprocal) effective February 25, 2002 between MobileAria, Inc and Microsoft	\$0.00
Miles, Brian Keith	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Milligan, Alan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Miskew, John N.	Mutual Confidentiality Agreement effective June 20, 2005 between MobileAria, Inc and John Miskew	\$0.00
Mitchell International Inc.	Non-disclosure Agreement effective April 21, 2006 by and between Mitchell International Inc. and MobileAria	\$0.00
Mitropoulos, Aphrodite	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
MMC Communications.	Settlement and Release Agreement dated June 6, 2002 between MobileAria, Inc. and MMC Communications.	\$0.00

Counterparty	Agreement	Cure Amount
Mobiapps Inc.	Mutual Confidentiality Agreement effective December 6, 2002 between MobileAria, Inc and MobiApps, Inc.	\$0.00
MobileBriefs, Inc.	Mutual Confidentiality Agreement effective August 9, 2001 between MobileAria, Inc and MobileBriefs, Inc.	\$0.00
Mohanram, Narayan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
More, Deepak	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Morton, James	Mutual Confidentiality Agreement effective December 2, 2004 between MobileAria, Inc and Jim Morton	\$0.00
MSI	Installation Services Agreement dated May 11, 2006 between MobileAria, Inc. and MSI	\$0.00
MSNBC Interactive News, L.L.C.	MSNBC Interactive News LLC Non-Disclosure Agreement (Non-Standard Reciprocal) effective April 28, 2001 between MobileAria and MSNBC Interactive News, LLC	\$0.00
Mulay, Aniruddha	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Mullen, John	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Murray, Bradley M	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Nauslar, Gary	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
NEC BNS	Mutual Confidentiality Agreement effective March 16, 2001 between MobileAria, Inc and NEC BNS	\$0.00
Networkcar, Inc.	Mutual Confidentiality Agreement effective September 13, 2001 between MobileAria, Inc and Networkcar, Inc.	\$0.00
Networkcar, Inc.	Mutual Confidentiality Agreement effective May 1, 2001 between MobileAria, Inc and Networkcar, Inc.	\$0.00
NEXIQ Technologies, Inc.	Mutual Confidentiality Agreement effective March 6, 2001 between MobileAria, Inc and NEXIQ Technologies, Inc.	\$0.00
NFO Technologies, Inc.	Settlement and Release Agreement dated May 31, 2002 between MobileAria, Inc. and NFO Technologies, Inc.	\$0.00
NFO WorldGroup, Inc.	Mutual Confidentiality Agreement effective February 5, 2000 between MobileAria, Inc and NFO Worldgroup, Inc.	\$0.00
Nigam, Rohit	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Noregon Systems, Inc.	Non-Disclosure Agreement effective September 19, 2002 between MobileAria, Inc and Noregon Systems, Inc.	\$0.00
Nortel Networks Inc.	Mutual Non-Disclosure Agreement effective October 12, 2005 between MobileAria, Inc and Nortel Networks, Inc.	\$0.00
Nuance Communications	Non-Disclosure Agreement effective November 29, 2000 between MobileAria, Inc and Nuance Communications	\$0.00
Nuance Communications	Mutual Confidentiality Agreement effective November 29, 2000 between MobileAria, Inc and Nuance Communications	\$0.00
O'Gara Group, Inc., The	Confidentiality Agreement effective August 9, 2004 between MobileAria, Inc and Bill O'Gara	\$0.00
O'Gara, Tom	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
ObjectFX Corporation	Mutual Confidentiality Agreement effective February 13, 2003 between MobileAria, Inc and ObjectFX Corporation	\$0.00
Obot, Jim	Mutual Confidentiality Agreement effective July 14, 2003 between MobileAria, Inc and Jim Obot	\$0.00
Oliver, Carmell LaVett	Consulting Agreement dated March 24, 2006 between Carmell Oliver and the Seller.	\$0.00
Oliver, Carmell LaVett	Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Carmell L. Oliver dated March 22, 2006	\$0.00
Openssl License –	Openssl License –	\$0.00
Orr, Michael	Settlement and Release Agreement dated May 29, 2002 between MobileAria, Inc. and Michael Orr.	\$0.00
Orr, Michael	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Otel Telecom	Installation Services Agreement dated June 15, 2006 between MobileAria, Inc. and OTEL Telecom	\$0.00
Pacyna, Kathleen	Mutual Confidentiality Agreement effective March 25, 2001 between MobileAria, Inc and Kathleen Pacyna	\$0.00
Palm, Inc.	License and Confidentiality Agreement effective March 15, 2001 between MobileAria, Inc. and Palm, Inc.	\$0.00
Paoletti, Giovanni	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
PepsiCo, Inc.	Confidentiality and Nondisclosure Agreement effective September 7, 2005 between PepsiCo Inc. and MobileAria, Inc	\$0.00
Peruvemba, Subramanian	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Petersen, Jennifer	Mutual Confidentiality Agreement effective October 2, 2002 between MobileAria, Inc. and Jennifer Petersen	\$0.00
PHH Arval	Letter of Intent dated August 11, 2004 between PHH Vehicle Management Services and MobileAria, Inc	\$0.00
PHH Vehicle Management Services, LLC	Confidentiality Agreement effective July 14, 2004 between PHH Vehicle Management Services, LLC and MobileAria, Inc	\$0.00
PHH Vehicle Management Services, LLC (PHH	Fleetoutlook Services Agreement dated June 10, 2006 between MobileAria, Inc. and PHH Vehicle Management Services, LLC	\$0.00
Pillarsetty, Kavitha	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Pliskin, Dan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Plude, Scott	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
PolarCom Inc.	Mutual Nondisclosure Agreement effective May 30, 2006 by and between Polarcom Inc. and MobileAria, Inc.	\$0.00
PolarCom Inc.	Installation Services Agreement effective May 30, 2006 between MobileAria and PolarCom, Inc.	\$0.00
Prabhhu, Naveen	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Prolifix Group	Mutual Confidentiality Agreement effective January 10, 2005 between MobileAria, Inc and Prolifix Group	\$0.00
Prolifix New Zealand Ltd.	Manufacturing Services and License Agreement between MobileAria, Inc. and Prolifix New Zealand LTD and made and entered into as of August 1, 2005 as amended	\$746.00
Puerto Rico Telephone	Mutual Confidentiality Agreement effective September 29, 2005 between MobileAria, Inc and Puerto Rico Telephone	\$0.00
Pumatech, Inc.	Mutual Confidentiality Agreement effective march 9, 2001 between MobileAria, Inc and Pumatech, Inc.	\$0.00
Quake Global, Inc.	Quake Global, Inc. Mutual Non-Disclosure Agreement effective May 14, 2003 between MobileAria, Inc and Quake Global, Inc.	\$0.00
Qualnetics Corporation	Services and Licensing Agreement dated March 1, 2006 between Qualnetics Corporation and MobileAria, Inc.	\$51,881.93
Qualnetics Corporation	Mutual Confidentiality Agreement effective July 19, 2004 between MobileAria, Inc and Qualnetics Corporation	\$0.00
Qwest Communications Corporation	Qwest Total Advantage Agreement effective May 10, 2004 between Qwest Communications Corporation and MobileAria, Inc.	\$14,285.35
QWest Interprise Networking	QWest Interprise Networking Invoice # 30122677 dated November 17, 2005	\$0.00
R Systems, Inc.	Call Center Services Agreement effective October 31, 2005, between MobileAria, Inc. and R Systems, Inc.	\$0.00
Rajagopalan, Subhasri	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Rajani, Purvi	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Ramasubramanian, Ramasamy	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Rand McNally & Company	Mutual Confidentiality Agreement effective August 7, 2002 between MobileAria, Inc and Rand McNally & Company	\$0.00
Red Hat, Inc.	Agreement between MobileAria, Inc. and Red Hat, Inc.	\$0.00
Remote Communications Company	Installation Services Agreement effective May 15, 2006 by and between MobileAria, Inc. and Remote Communications Company.	\$0.00
Response Services Center, LLC	Mutual Confidentiality Agreement effective January 25, 2001 between MobileAria, Inc and Responsive Services Center, LLC	\$0.00
Reyes, Raul	Independent Contractor Services Agreement effective May 30, 2006 by and between MobileAria, Inc. and Mr. Raul Reyes.	\$0.00
Reyes, Raul	Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Raul Reyes dated May 24, 2006	\$0.00
R.F. Solutions	Settlement and Release Agreement dated May 31, 2002 between MobileAria, Inc. and R.F. Solutions.	\$0.00
Richion, Michael	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
RightNow Technologies, Inc.	Settlement and Release Agreement dated June 4, 2002 between MobileAria, Inc. and RightNow Technologies, Inc.	\$0.00
Riley, David	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Riviere, Pablo	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00

Counterparty	Agreement	Cure Amount
Robidart Associates, Inc.	Mutual Confidentiality Agreement effective August 4, 2003 between MobileAria, Inc and Robidart Associates, Inc.	\$0.00
Robinson, Peter	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Rockcastle, Ted	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Rosenberg, Mitchell	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Ryder System, Inc.	Mutual Confidentiality Agreement effective June 1, 2005 between MobileAria, Inc and Ryder Systems, Inc.	\$0.00
Saleem, Hamad	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Saama Technologies, Inc.	Settlement and Release Agreement. dated May 29, 2002 between MobileAria, Inc. and Saama Technologies, Inc.	\$0.00
Sanoysca, Andre	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Schlumberger Technology Corporation	Confidentiality Agreement effective June 8, 2005 between MobileAria, Inc and Schlumberger Technology Corporation	\$0.00
Scott Kornak Consulting	Mutual Confidentiality Agreement effective November 21, 2005 between MobileAria, Inc. and Scot Kornak	\$0.00
Seapine Software, Inc.	Settlement and Release Agreement between MobileAria, Inc. and Seapine Software, Inc.	\$0.00
Sentelligence, Inc.	Mutual Confidentiality Agreement effective May 13, 2003 between MobileAria, Inc and Sentelligence, Inc.	\$0.00
Shao, Victor	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Shembekar, Seema	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Sierra Wireless, Inc.	Mutual Confidentiality Agreement effective September 3, 2004 between MobileAria, Inc and Sierra Wireless, Inc.	\$0.00
Sinha, Prokash	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
SiriCOMM, Inc.	Mutual Confidentiality Agreement effective April 4, 2002 by and between SiriCOMM, Inc. and MobileAria, Inc.	\$0.00
Smarroute Systems	Mutual Confidentiality Agreement effective January 16, 2001 by and between Smarroute Systems and MobileAria, Inc.	\$0.00
Smith, Lisa	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
softDSP Co. Ltd	Non-disclosure Confidential Agreement effective November 28, 2003 by and between softDSP Co. Ltd. and MobileAria, Inc.	\$0.00
softDSP Co. Ltd	Mutual Confidentiality Agreement effective December 8, 2003 by and between SoftDSP and MobileAria, Inc.	\$0.00
Software SETT Corporation	Mutual Confidentiality Agreement effective September 12, 2001 by and between Software Sett Corp. and MobileAria, Inc.	\$0.00
Sonic Software Corporation	Master Professional Services Agreement dated August 29, 2005 by and between MobileAria, Inc. and Sonic Software Corporation.	\$8,697.32
Sonic Software Corporation	Sonic MQ Version 6.1 End User Product License Agreement (for Invoice Order dated July 28, 2005).	\$0.00
Sprint Spectrum L.P. (d/b/a Sprint)	PCS Telemetry Services Agreement dated April 3, 2003 by and between Sprint Spectrum L.P., d/b/a Sprint PCS and MobileAria, Inc.	\$0.00
Sprint/United Management Company	Mutual Non-Disclosure Agreement effective November 29, 2005 by and between Sprint/United Management Company and MobileAria	\$0.00
SRI Consulting Business Intelligence	Confidentiality Agreement effective May 31, 2001 by and between SRI Consulting Business Intelligence and MobileAria, Inc.	\$0.00
Stempler, Gary	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Stepanov, Vladimir	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Strategy.com Incorporated	Mutual Non-Disclosure Agreement effective June 12, 2001 by and between Strategy.com Incorporated and MobileAria, Inc.	\$0.00
Straw, Phil	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Strickland, Lan	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Suliman, Haytham	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Summerville, Gene	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Sun Microsystems, Inc	Sun Microsystems, Inc. Binary Code License Agreement for the Java 2 Platform Standard Edition Runtime Environment 5.0	\$0.00
Suson, Clint	Mutual Confidentiality Agreement effective July 15, 2005 by and between Clint Suson and MobileAria, Inc.	\$0.00
Suson, Clint	Consulting Agreement dated October 29, 2005 between Clint Suson and Seller.	\$0.00
Suson, Clint	Independent Contractor Innovations and Proprietary Rights Assignment Agreement between MobileAria, Inc. and Clint Suson dated July 18, 2005.	\$0.00
Synnex Technologies, Inc.	Letter regarding Synnex Information Technologies, Inc. settlement dated June 10, 2002.	\$0.00
Svoboda, Melora	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Tanner Installations	Installation Services Agreement effective May 15, 2006 by and between MobileAria, Inc. and Tanner Installations.	\$0.00
Team Telematics, LLC	Mutual Confidentiality Agreement effective April 30, 2004 between MobileAria, Inc. and Team Telematics, LLC.	\$0.00
TechnoCom	Mutual Confidentiality Agreement effective November 11, 2003 between MobileAria, Inc. and TechnoCom Corporation	\$0.00
Technology Electronics Solutions	Mutual Confidentiality Agreement effective December 17, 2004 between MobileAria, Inc. and Technology Electronics Solutions (TES)	\$0.00
TELA Wireless Devices Inc.	Mutual Confidentiality Agreement effective April 28, 2004 between MobileAria, Inc. and TELA Wireless Devices, Inc.	\$0.00
Telcontar	Data License Agreement effective August 12, 2003 by and between Telcontar and MobileAria, Inc.	\$10,954.52
Telcontar	Operating Agreement entered into August 12, 2003 by and between Telcontar and MobileAria, Inc.	\$0.00
Telcontar	Mutual Confidentiality Agreement effective July 30, 2002 between MobileAria, Inc. and Telcontar	\$0.00
Tele-Mobile Company	Confidentiality Agreement effective June 7, 2005 between MobileAria, Inc. and Tele-Mobile Company d/b/a TELUS Mobility	\$0.00
Telenavigation Inc	Settlement and Release Agreement dated June 5, 2002 by and between MobileAria, Inc. and Telenavigation, Inc. (the "Releasing Party").	\$0.00
Telesector Resources Group, Inc.	Non-Disclosure Agreement effective April 1, 2004 between MobileAria, Inc. and Telesector Resources Group, Inc. d/b/a Network Services (a Verizon Company)	\$0.00
Televigation	Mutual Confidentiality Agreement effective January 17, 2001 between MobileAria, Inc. and Televigation	\$0.00
Telex Communications, Inc.	Mutual Confidentiality Agreement effective August 27, 2001 between MobileAria, Inc. and Telex Communications, Inc.	\$0.00
TEMIC Sprachverarbeitung GmbH	Mutual Confidentiality Agreement effective July 16, 2001 by and between TEMIC Sprachverarbeitung GmbH and MobileAria, Inc.	\$0.00
TenSquare Inc.	Mutual Confidentiality Agreement effective June 7, 2001 between MobileAria, Inc. and TenSquare Inc.	\$0.00
Terion	Mutual Confidentiality Agreement effective October 11, 2004 between MobileAria, Inc. and Terion	\$0.00
Thakur, Rajiv	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Thayer, Peter	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
The Next Market	Mutual Confidentiality Agreement effective October 18, 2001 between MobileAria, Inc and The Next Market	\$0.00
ThingMagic, LLC	Mutual Confidentiality Agreement effective May 17, 2004 between MobileAria, Inc. and ThingMagic, LLC	\$0.00
Three Rivers Cellular	Installation Services Agreement effective May 10, 2006 by and between MobileAria, Inc. and Three Rivers Cellular.	\$0.00
Tian, Yong	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
TMW Systems, Inc.	Non-Disclosure Agreement effective October 8, 2003 between MobileAria, Inc. and TMW Systems, Inc.	\$0.00
Toshiba America Inc	Lease with Maintenance Agreement dated October 4, 2005 between MobileAria, Inc. and Toshiba Financial Services.	\$95.80
TrafficCast	Mutual Confidentiality Agreement effective February 8, 2001 by and between TrafficCast and MobileAria, Inc.	\$0.00

Counterparty	Agreement	Cure Amount
Transport International Pool, Inc.	Confidentiality Agreement effective August 5, 2003 by and between Transport International Pool, Inc. and MobileAria, Inc.	\$0.00
Trialon Corporation	Mutual Confidentiality Agreement effective January 17, 2006 by and between Trialon Corp. and MobileAria, Inc.	\$0.00
Tsola, Inc.	Mutual Confidentiality Agreement effective January 31, 2001 by and between Tsola, Inc. and MobileAria, Inc.	\$0.00
Tu, Kuei-Chung	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Unknown	Java Concurrent Utilities software license	\$0.00
UPS	United Parcel Service Account W29-A35	\$0.00
Vainshtok, Victoria	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Verizon Services Corp.	Agreement for GPS System and Services made and entered into as of May 15, 2005 between Verizon Services Corp. ("Customer") and MobileAria, Inc. ("Supplier").	\$0.00
Verizon Services Corp.	Three-Party Escrow Service Agreement effective April 7, 2006 by and between MobileAria, Inc. and its affiliates and subsidiaries, Verizon Services Corp and Iron Mountain Intellectual Property Management, Inc.	\$0.00
Video Domain US	Mutual Confidentiality Agreement effective October 27, 2003 by and between Video Domain US and MobileAria, Inc.	\$0.00
Vinton, Tammy	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Vishnevskaya, Oksana	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Visual Data Corporation	Mutual Confidentiality Agreement effective April 6, 2001 by and between Visual Data Corporation and Mobilaria, Inc.	\$0.00
Vlaanderen, Bert	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Voice Access Technologies, Inc.	Mutual Confidentiality Agreement effective December 4, 2000 by and between Voice Access Technologies and Mobilaria, Inc.	\$0.00
Volt Delta Resources, Inc.	Mutual Confidentiality agreement effective May 10, 2002 by and between Volt Data Resources, Inc. and MobileAria, Inc.	\$0.00
Volvo Penta of the Americas, Inc.	Secrecy and Confidentiality agreement effective January 17, 2005 by and between Volvo Penta of the Americas, Inc. and MobileAria, Inc.	\$0.00
V&V Design Pvt Ltd.	Mutual Confidentiality Agreement effective August 13, 2001 by and between V&V Design Private Ltd. and MobileAria, Inc.	\$0.00
Wainwright, Thomas	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Wang, Kai	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Wang, Wei	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Wavemakers	Mutual confidentiality agreement effective November 20, 2002 by and between Wavemakers and MobileAria, Inc.	\$0.00
Wayland Systems	Mutual Confidentiality Agreement effective December 20, 2002 by and between Wayland Systems and MobileAria, Inc.	\$0.00
Weatherbank, Inc.	Mutual Confidentiality Agreement effective April 27, 2001 by and between Weatherbank, Inc. and Mobilaria, Inc.	\$0.00
Weaver, Stacey	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Webraska Mobile Technologies, S.A.	Mutual Confidentiality Agreement effective April 18, 2001 by and between Webraska Mobile Technologies SA and MobileAria, Inc.	\$0.00
Webraska Mobile Technologies, S.A.	Sample Software confidentiality agreement effective May 21, 2001 by and between Webraska Mobile technologies SA and MobileAria, Inc.	\$0.00
WhereNet Corp.	Mutual Confidentiality Agreement effective May 1, 2003 by and between WhereNet corp. and MobileAria, Inc.	\$0.00
Williams, Rodney	Mutual Confidentiality Agreement effective February 1, 2001 by and between Rodney Williams and MobileAria, Inc.	\$0.00
Winkler, Todd	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
WirelessCar	Mutual non-disclosure agreement effective July 17, 2001 by and between Wireless Car North America, Inc. and MobileAria	\$0.00
Wollenberg, Steve	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Wong, Wing	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Wood, Thomas	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Xoriant corporation	Mutual Confidentiality Agreement effective September 19, 2001 by and between Xoriant Corporation and Mobilaria, Inc.	\$0.00
Xtrasource, Inc.	Mutual Confidentiality Agreement effective June 4, 2001 by and between Xtrasource, Inc. and Mobilaria, Inc.	\$0.00
Yahoo! Inc.	Mutual Nondisclosure Agreement effective August 9, 2001 between MobileAria, Inc. and Yahoo! Inc.	\$0.00
Yamamoto, Rena	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Zhu, Joshua	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00
Zucker, Daniel	Employee Assignment and Proprietary Inventions assignment agreements	\$0.00

**TOTAL CURE OBLIGATIONS**

**\$90,530.18**

**Schedule 3**

<b>Dispute</b>	<b>Charges</b>	<b>Resolution</b>
1568 units assigned incorrectly to the wrong accounts.	N/A	Complete reassignment.
Units activated with Verizon Wireless on the wrong plan.	\$86,017.82	MobileAria to issue check.
1309 spares and deactivated units were not deactivated.	\$39,300.00	MobileAria to issue check.
Billing multiple installations Invoices.	\$34,802.57	Credit issued and received.
Increased Inventory levels.	N/A	MobileAria secured 500 units. Parties to discuss securing additional 500 units.
Units remaining out of communication for extended periods.	\$42,347.00	MobileAria to issue check.
Establish EDI.	N/A	MobileAria working on the issue. Purchaser to continue.
Other Alleged Billing Errors	TBD	To be addressed in the future.

**WIP Items**

Availability of harnesses and Antennas for construction Vehicles.	N/A	Installation scheduling in in progress. Purchaser to Continue MobileAria's obligations.
Remedy reports and ticket Management.	N/A	MobileAria to work Purchaser to continue MobileAria's obligations.
HelpDesk support.	N/A	MobileAria working on resolution. Purchaser to continue MobileAria's obligations.
Dedicated line to Verizon Wireless.	N/A	MobileAria working on the Issue. Purchaser to continue.



# **EXHIBIT E**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
In re : Chapter 11  
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
Debtors. : (Jointly Administered)  
----- X

ORDER UNDER 11 U.S.C. §§ 105 AND 363  
AUTHORIZING THE DEBTORS TO: (A) FIX SECOND HALF 2006  
AIP TARGETS AND CONTINUE AIP PROGRAM AND (B) FURTHER  
ADJOURN KECP EMERGENCE INCENTIVE PROGRAM HEARING

("SUPPLEMENTAL AIP ORDER")

Upon the Supplement To KECP Motion (Docket No. 213) Seeking Authority To:

(A) Fix Second Half 2006 AIP Targets And Continue AIP Program And (B) Further Adjourn  
KECP Emergence Incentive Program Hearing (the "Supplement"), dated June 29, 2006, of  
Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-  
in-possession in the above-captioned cases (collectively, the "Debtors"); and upon the  
declarations of Debra S. Alexander, Nick Bubnovich, Virgis W. Colbert, Rodney O'Neal, and  
John D. Sheehan, each executed June 29, 2006; and after consideration of any objections to the  
Supplement filed by any party; and upon the record of the hearing held on July 19, 2006 on the  
relief requested in the Supplement, including the Court's consideration of the testimony and  
exhibits; and this Court having determined that the relief requested in the Supplement is in the  
best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and this  
Court having entered an Order Under 11 U.S.C. §§ 105 And 363 Authorizing The Debtors To  
Implement A Short-Term Annual Incentive Program ("AIP Order") (Docket No. 2441), dated  
February 17, 2006; and it appearing that proper and adequate notice of the Supplement was given

and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Debtors have exercised reasonable business judgment in seeking the authority to implement short-term annual incentive plan ("AIP") covering the six-month period running from July 1, 2006 through December 31, 2006.

B. The Debtors' proposal to implement the AIP covering the second half of 2006 was proposed in good faith and is in all respects fair and reasonable.

C. It is in the best interest of the Debtors, their estates, their creditors, and parties-in-interest, and it is necessary to the Debtors' reorganization efforts, that the Debtors implement at this time an AIP for the period from July 1, 2006 through December 31, 2006.

IT IS ORDERED, ADJUDGED, AND DECREED THAT:

The AIP Order shall continue in full force and effect except as follows:

1. The relief requested in the Supplement, as modified herein, is GRANTED. The objections to the Supplement are overruled, except as set forth herein. Except as set forth in paragraph 4 below, the remainder of the KECP Motion and any objections thereto are ADJOURNED to the omnibus hearing scheduled for October 19, 2006.

2. The Court approves the implementation at this time of an AIP covering the six-month period from July 1, 2006 through December 31, 2006, and the Debtors are authorized, pursuant to 11 U.S.C. §§ 105(a) and 363(b)(1), to forthwith take all actions consistent with this Supplemental AIP Order that are reasonably necessary to implement an AIP for that period on the terms and conditions set forth in the AIP Order; provided, however, that the range of incentive-compensation opportunities for Covered Employees during that period shall be

determined pursuant to the payout curves attached hereto as Exhibit 1, which do not include any incentive-compensation opportunities for corporate or divisional performance that is below target. The EBITDAR-UG target for the AIP covering the period from July 1, 2006 through December 31, 2006 shall be set at a negative \$411 million. The OIBITDAR-UG targets for the same period shall be as follows: (i) Powertrain (formerly known as Energy and Chassis) = negative \$58.0 million; (ii) Steering = negative \$114.0 million; (iii) Thermal and Interior = negative \$140.0 million; (iv) Electronics and Safety = \$179.0 million; (v) Packard Electric = negative \$17.0 million; (vi) Product and Service Solutions = \$22.0 million; (vii) Automotive Holdings Group = negative \$634.0 million; and (viii) Medical = negative \$9.0 million.

3. For purposes of the AIP covering the period from July 1, 2006 through December 31, 2006, EBITDAR-UG shall include adjustments for: (a) net savings realized during the performance period generated from comprehensive transformation agreements reached with any of the Debtors' labor unions; (b) with regard to the Debtors' hourly attrition programs, both the cost of implementing these programs as well as the benefit to the Debtors of paying lower net wages to employees who replace those who voluntarily attrite under the hourly attrition programs realized during the performance period; and (c) additional adjustments (including to amounts included in clauses (a) and (b)) up to an aggregate amount of \$100 million as reasonably determined by the Official Committee of Unsecured Creditors (the "Creditors' Committee") in accordance with this paragraph to account for direct or indirect net savings realized by the Debtors during the performance period on account of transformation actions not contemplated by the Debtors' business plan forecasts utilized to establish the EBITDAR-UG target of negative \$411 million. The Creditors' Committee shall consult with the Debtors in making any determination under this paragraph, but in no event shall the Debtors have any right

to reject or seek review by the Court of any such adjustment. The Creditors' Committee shall make its determination hereunder no later than February 15, 2007. In connection with such determination, the Debtors shall provide the Creditors' Committee on or prior to February 1, 2007 with the actual results of performance for such period (and appropriate back-up therefor), and shall provide the Creditors' Committees' professionals with such additional back-up therefor as may be reasonably requested. Prior to February 15, 2007, the Debtors shall not make any AIP payments for the performance period until the Creditors' Committee's actual determination hereunder as to whether adjustments to EBITDAR-UG permissible hereunder are in the best interests of the Debtors' and their estates. In the event that no determination is made by the Creditors' Committee by February 15, 2007, the Debtors shall calculate EBITDAR-UG without adjustment for clause (c) of this paragraph. The date references to "February 1, 2007" and to "February 15, 2007" in this paragraph may be extended by mutual agreement of the Debtors and the Creditors' Committee.

4. The remainder of the Supplement relating to the continuation of AIPs for performance periods from and after January 1, 2007 is adjourned to the January 11, 2007 omnibus hearing and will be subject to notice to interested parties and an opportunity to object.

5. This Court shall retain jurisdiction over the Debtors and the Covered Employees participating in any AIP implemented pursuant to this Supplemental AIP Order, including without limitation for the purposes of interpreting, implementing, and enforcing the terms and conditions of any such AIP.

6. The requirement under Rule 9013-1(b) of the Local Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Supplement.

7. Capitalized terms not separately defined herein shall have the meanings ascribed to them in the AIP Order.

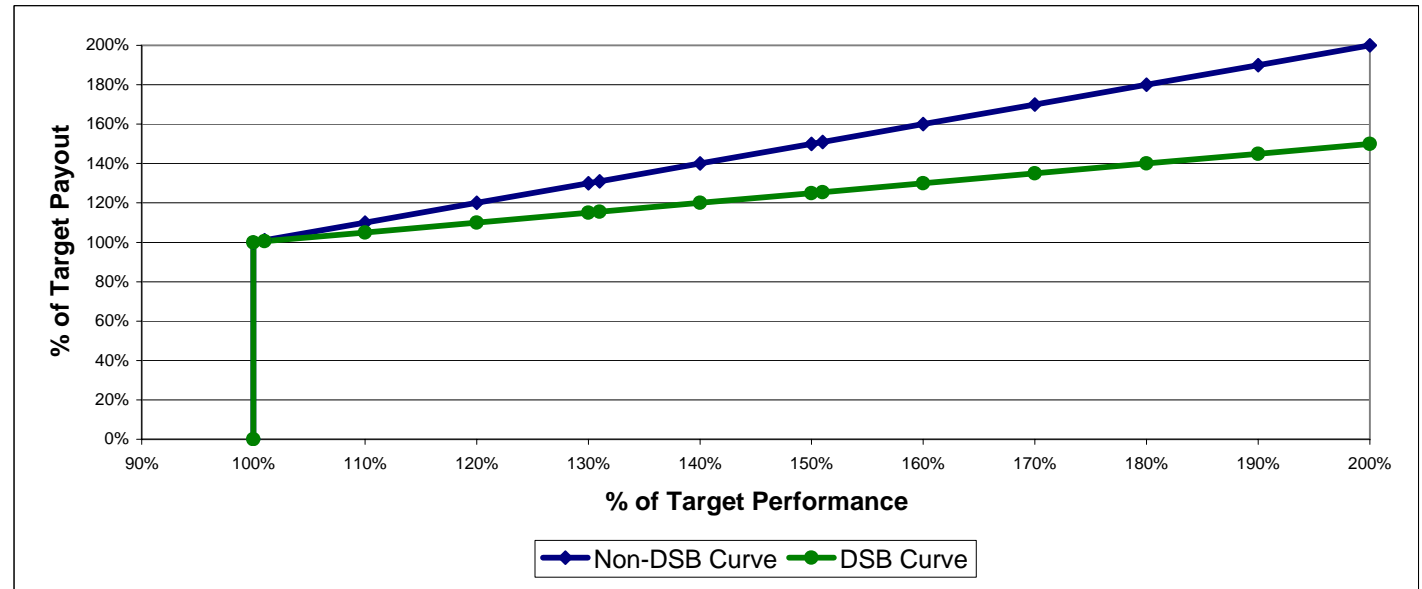
Dated: New York, New York  
July 21, 2006

/s/Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

DELPHI CORPORATION

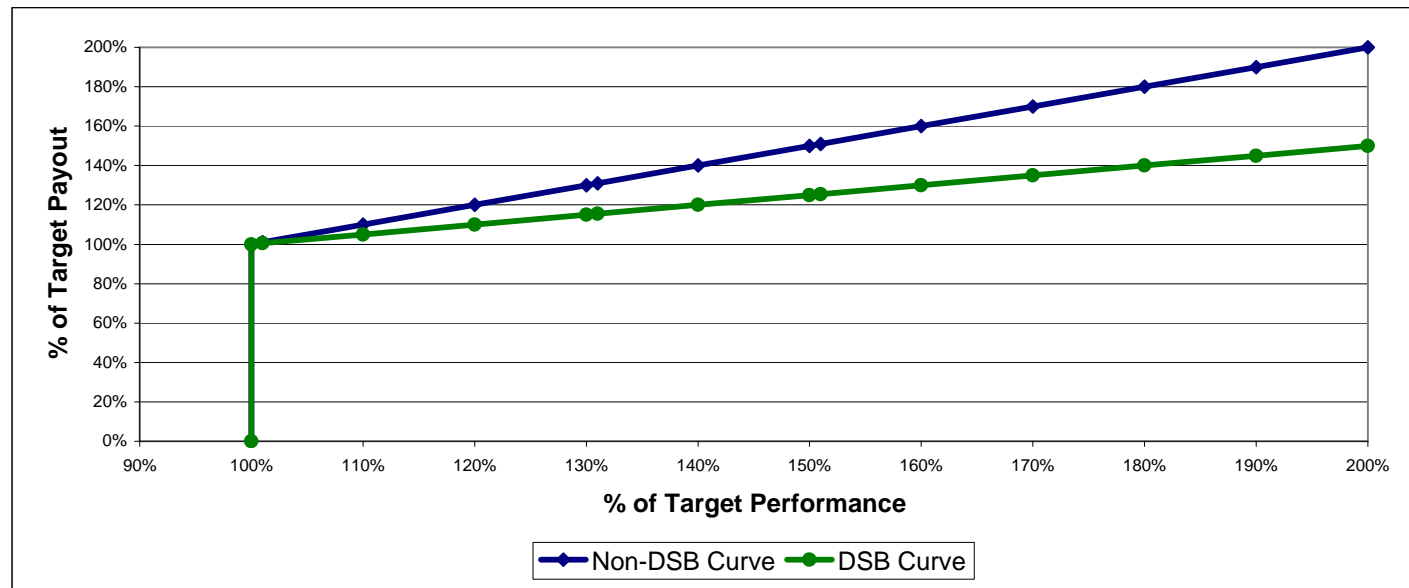
Proposed 2nd 2006 6-month **Corporate EBITDAR** AIP Payout Curve

% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	(\$411.0)	0.0%	0.0%
100.0%	(\$411.0)	100.0%	100.0%
101.0%	(\$406.8)	100.5%	101.0%
110.0%	(\$368.9)	105.0%	110.0%
120.0%	(\$326.8)	110.0%	120.0%
130.0%	(\$284.7)	115.0%	130.0%
131.0%	(\$280.5)	115.5%	131.0%
140.0%	(\$242.6)	120.0%	140.0%
150.0%	(\$200.5)	125.0%	150.0%
151.0%	(\$196.3)	125.5%	151.0%
160.0%	(\$158.4)	130.0%	160.0%
170.0%	(\$116.3)	135.0%	170.0%
180.0%	(\$74.2)	140.0%	180.0%
190.0%	(\$32.1)	145.0%	190.0%
200.0%	\$10.0	150.0%	200.0%



	Target	Maximum
EBITDAR	(\$411.0)	\$10.0
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

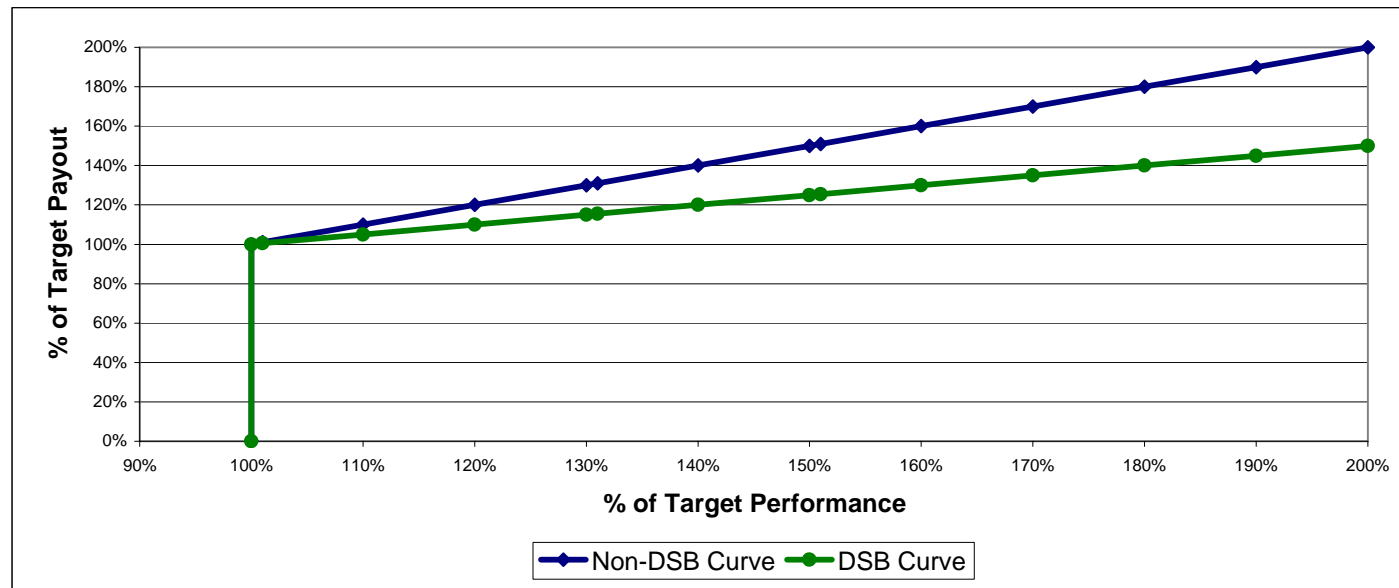
% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	(\$58.0)	0.0%	0.0%
100.0%	(\$58.0)	100.0%	100.0%
101.0%	(\$56.9)	100.5%	101.0%
110.0%	(\$47.2)	105.0%	110.0%
120.0%	(\$36.4)	110.0%	120.0%
130.0%	(\$25.5)	115.0%	130.0%
131.0%	(\$24.5)	115.5%	131.0%
140.0%	(\$14.7)	120.0%	140.0%
150.0%	(\$3.9)	125.0%	150.0%
151.0%	(\$2.8)	125.5%	151.0%
160.0%	\$6.9	130.0%	160.0%
170.0%	\$17.7	135.0%	170.0%
180.0%	\$28.6	140.0%	180.0%
190.0%	\$39.4	145.0%	190.0%
200.0%	\$50.2	150.0%	200.0%



	Target	Maximum
OIBITDAR	(\$58.0)	\$50.2
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

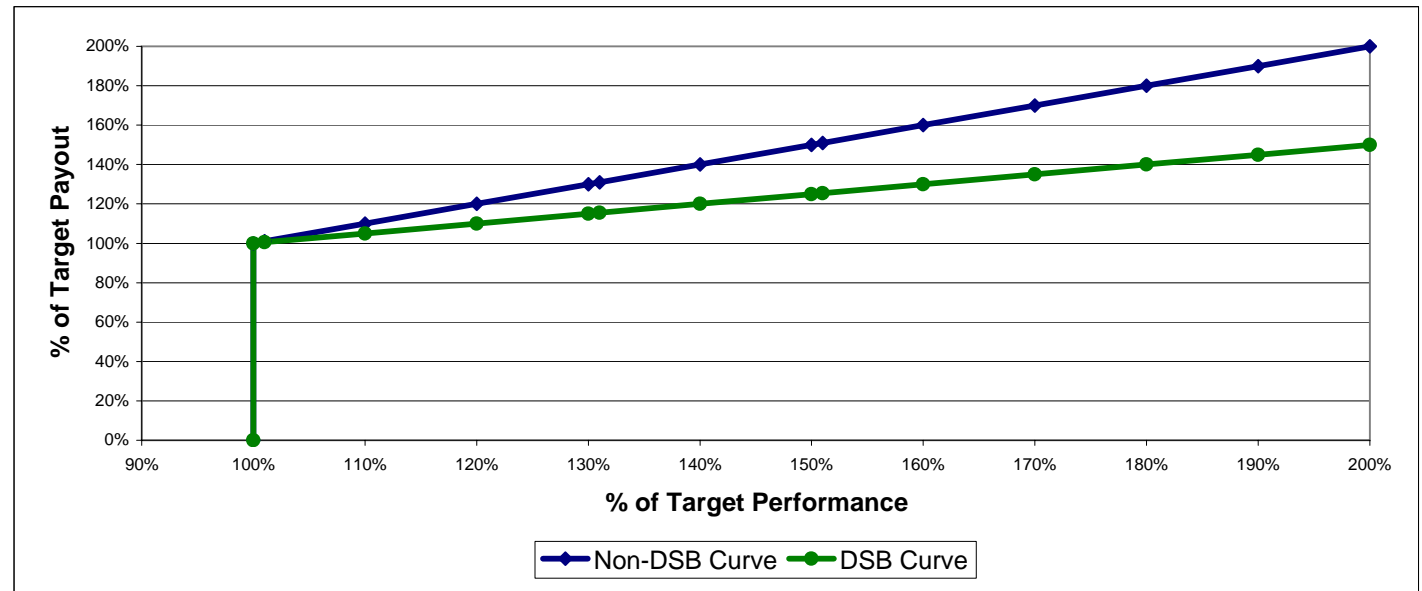


% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	(\$114.0)	0.0%	0.0%
100.0%	(\$114.0)	100.0%	100.0%
101.0%	(\$113.7)	100.5%	101.0%
110.0%	(\$110.6)	105.0%	110.0%
120.0%	(\$107.1)	110.0%	120.0%
130.0%	(\$103.7)	115.0%	130.0%
131.0%	(\$103.4)	115.5%	131.0%
140.0%	(\$100.3)	120.0%	140.0%
150.0%	(\$96.9)	125.0%	150.0%
151.0%	(\$96.5)	125.5%	151.0%
160.0%	(\$93.4)	130.0%	160.0%
170.0%	(\$90.0)	135.0%	170.0%
180.0%	(\$86.6)	140.0%	180.0%
190.0%	(\$83.1)	145.0%	190.0%
200.0%	(\$79.7)	150.0%	200.0%



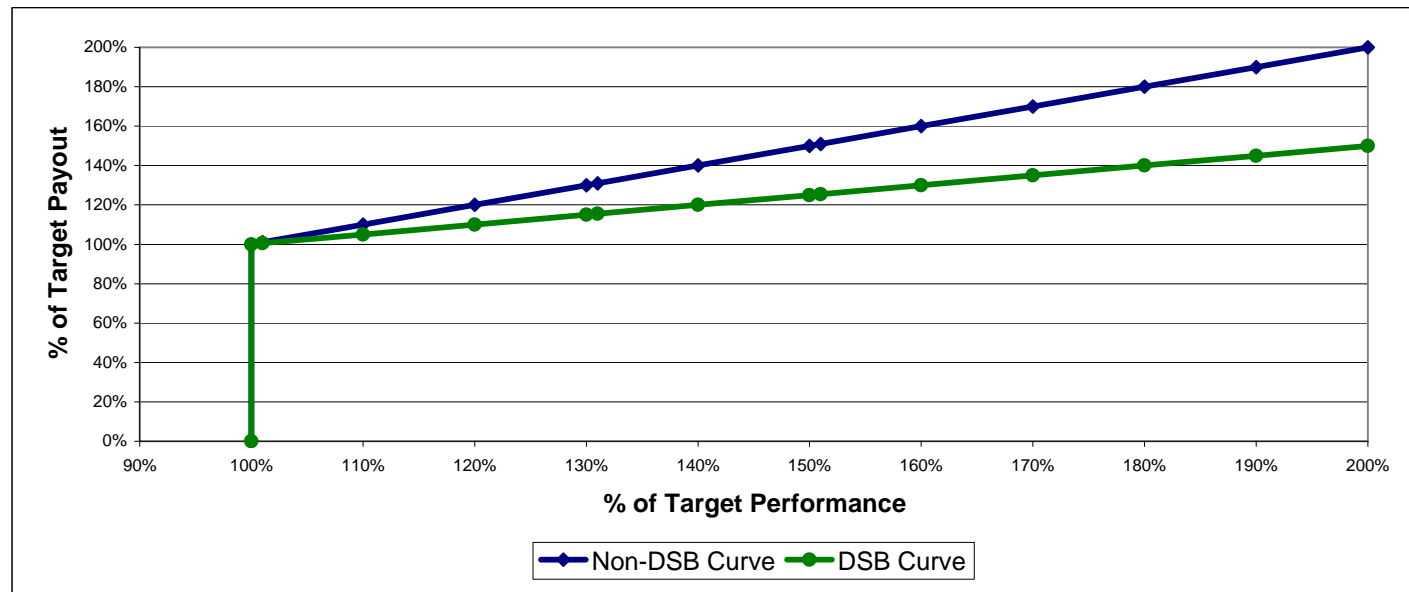
	Target	Maximum
OIBITDAR	(\$114.0)	(\$79.7)
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	(\$140.0)	0.0%	0.0%
100.0%	(\$140.0)	100.0%	100.0%
101.0%	(\$139.5)	100.5%	101.0%
110.0%	(\$134.6)	105.0%	110.0%
120.0%	(\$129.3)	110.0%	120.0%
130.0%	(\$123.9)	115.0%	130.0%
131.0%	(\$123.4)	115.5%	131.0%
140.0%	(\$118.6)	120.0%	140.0%
150.0%	(\$113.2)	125.0%	150.0%
151.0%	(\$112.7)	125.5%	151.0%
160.0%	(\$107.8)	130.0%	160.0%
170.0%	(\$102.5)	135.0%	170.0%
180.0%	(\$97.1)	140.0%	180.0%
190.0%	(\$91.8)	145.0%	190.0%
200.0%	(\$86.4)	150.0%	200.0%



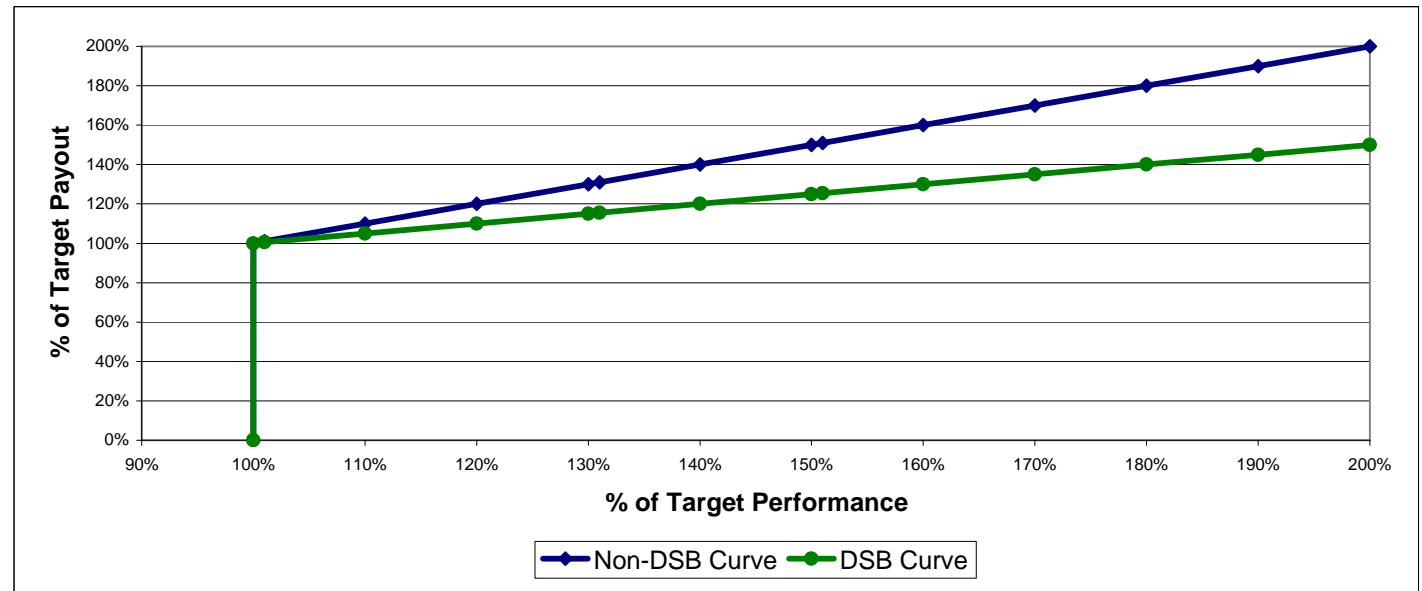
	Target	Maximum
OIBITDAR	(\$140.0)	(\$86.4)
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	\$179.0	0.0%	0.0%
100.0%	\$179.0	100.0%	100.0%
101.0%	\$180.0	100.5%	101.0%
110.0%	\$188.6	105.0%	110.0%
120.0%	\$198.3	110.0%	120.0%
130.0%	\$207.9	115.0%	130.0%
131.0%	\$208.9	115.5%	131.0%
140.0%	\$217.5	120.0%	140.0%
150.0%	\$227.2	125.0%	150.0%
151.0%	\$228.1	125.5%	151.0%
160.0%	\$236.8	130.0%	160.0%
170.0%	\$246.4	135.0%	170.0%
180.0%	\$256.0	140.0%	180.0%
190.0%	\$265.7	145.0%	190.0%
200.0%	\$275.3	150.0%	200.0%



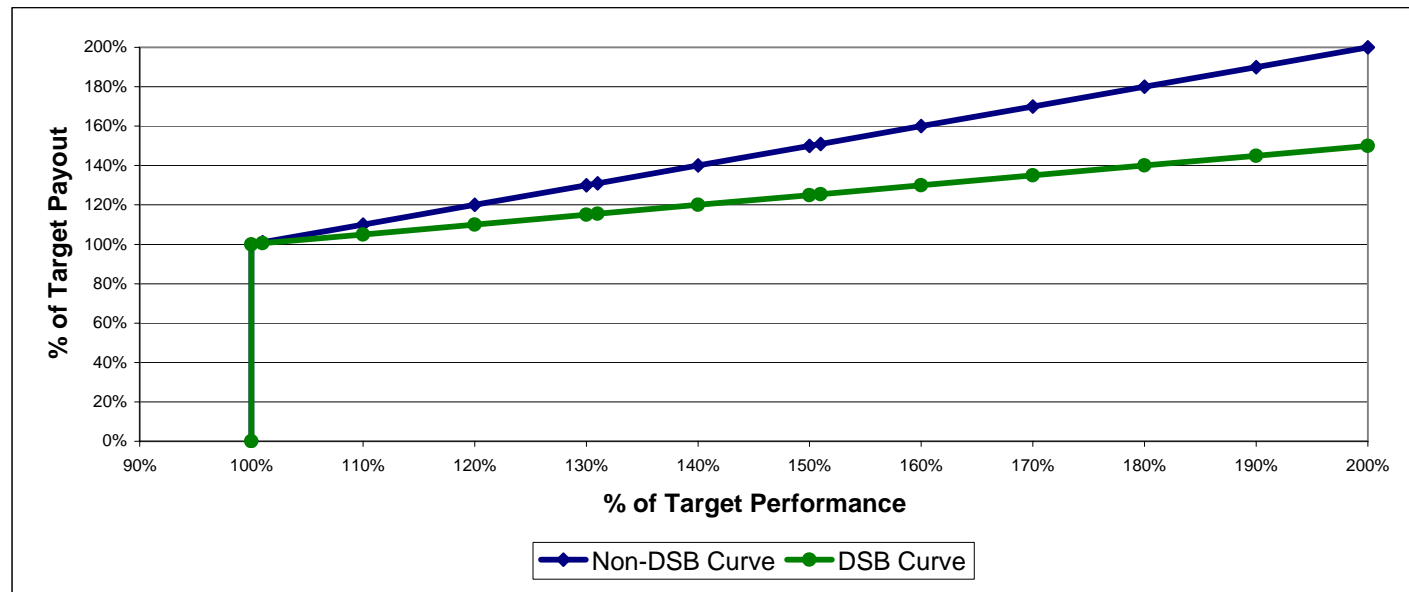
	Target	Maximum
OIBITDAR	\$179.0	\$275.3
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	(\$17.0)	0.0%	0.0%
100.0%	(\$17.0)	100.0%	100.0%
101.0%	(\$16.1)	100.5%	101.0%
110.0%	(\$7.6)	105.0%	110.0%
120.0%	\$1.9	110.0%	120.0%
130.0%	\$11.3	115.0%	130.0%
131.0%	\$12.2	115.5%	131.0%
140.0%	\$20.7	120.0%	140.0%
150.0%	\$30.2	125.0%	150.0%
151.0%	\$31.1	125.5%	151.0%
160.0%	\$39.6	130.0%	160.0%
170.0%	\$49.0	135.0%	170.0%
180.0%	\$58.4	140.0%	180.0%
190.0%	\$67.9	145.0%	190.0%
200.0%	\$77.3	150.0%	200.0%



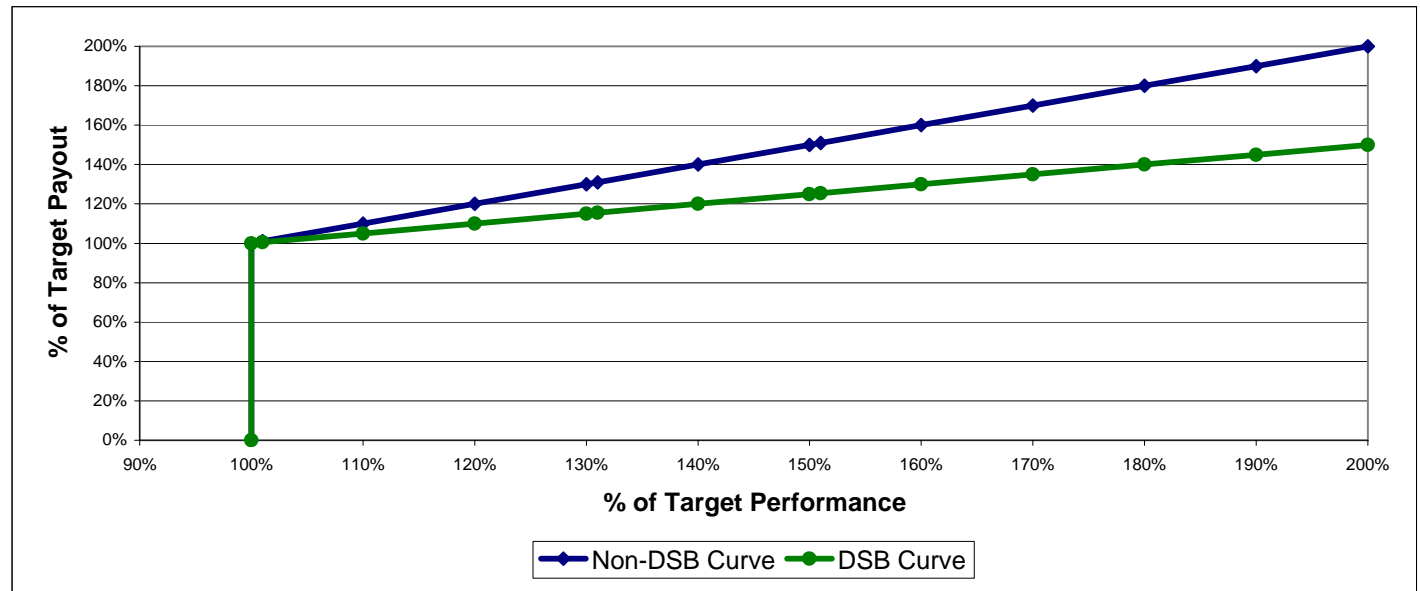
	Target	Maximum
OIBITDAR	(\$17.0)	\$77.3
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	\$22.0	0.0%	0.0%
100.0%	\$22.0	100.0%	100.0%
101.0%	\$22.3	100.5%	101.0%
110.0%	\$25.2	105.0%	110.0%
120.0%	\$28.3	110.0%	120.0%
130.0%	\$31.5	115.0%	130.0%
131.0%	\$31.8	115.5%	131.0%
140.0%	\$34.7	120.0%	140.0%
150.0%	\$37.9	125.0%	150.0%
151.0%	\$38.2	125.5%	151.0%
160.0%	\$41.0	130.0%	160.0%
170.0%	\$44.2	135.0%	170.0%
180.0%	\$47.4	140.0%	180.0%
190.0%	\$50.5	145.0%	190.0%
200.0%	\$53.7	150.0%	200.0%



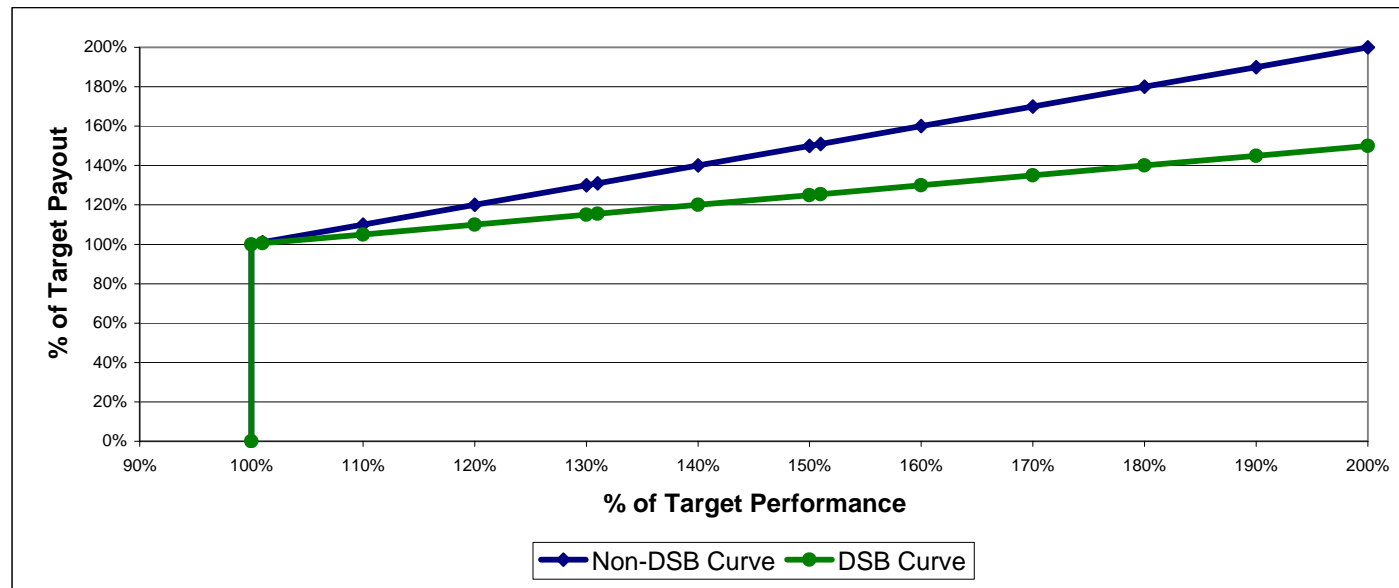
	Target	Maximum
OIBITDAR	\$22.0	\$53.7
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	(\$634.0)	0.0%	0.0%
100.0%	(\$634.0)	100.0%	100.0%
101.0%	(\$633.7)	100.5%	101.0%
110.0%	(\$631.1)	105.0%	110.0%
120.0%	(\$628.1)	110.0%	120.0%
130.0%	(\$625.2)	115.0%	130.0%
131.0%	(\$624.9)	115.5%	131.0%
140.0%	(\$622.2)	120.0%	140.0%
150.0%	(\$619.3)	125.0%	150.0%
151.0%	(\$619.0)	125.5%	151.0%
160.0%	(\$616.4)	130.0%	160.0%
170.0%	(\$613.4)	135.0%	170.0%
180.0%	(\$610.5)	140.0%	180.0%
190.0%	(\$607.5)	145.0%	190.0%
200.0%	(\$604.6)	150.0%	200.0%



	Target	Maximum
OIBITDAR	(\$634.0)	(\$604.6)
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

% Performance	\$ Performance (in millions)	DSB % Payout	Non-DSB % Payout
100.0%	(\$9.0)	0.0%	0.0%
100.0%	(\$9.0)	100.0%	100.0%
101.0%	(\$9.0)	100.5%	101.0%
110.0%	(\$8.9)	105.0%	110.0%
120.0%	(\$8.8)	110.0%	120.0%
130.0%	(\$8.8)	115.0%	130.0%
131.0%	(\$8.8)	115.5%	131.0%
140.0%	(\$8.7)	120.0%	140.0%
150.0%	(\$8.6)	125.0%	150.0%
151.0%	(\$8.6)	125.5%	151.0%
160.0%	(\$8.5)	130.0%	160.0%
170.0%	(\$8.4)	135.0%	170.0%
180.0%	(\$8.4)	140.0%	180.0%
190.0%	(\$8.3)	145.0%	190.0%
200.0%	(\$8.2)	150.0%	200.0%



	Target	Maximum
OIBITDAR	(\$9.0)	(\$8.2)
Performance %	100%	200%
Payout %	100%	200% / 150% DSB

## **EXHIBIT F**



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	X
	:
In re	:
	: Chapter 11
DELPHI CORPORATION, <u>et al.</u> ,	:
	: Case No. 05-44481 (RDD)
Debtors.	:
	: (Jointly Administered)
	:
-----	X

ORDER IMPLEMENTING FINAL TRADING ORDER  
IN RESPECT OF ACQUISITION OF STOCK  
HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD

("HARBINGER TRADING ORDER")

Upon the motion, dated July 17, 2006 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order implementing the Final Order Under 11 U.S.C. §§ 105, 362, And 541 And Fed. R. Bankr. P. 3001 (A) Establishing Notification Procedures Applicable To Substantial Holders Of Claims And Equity Securities And (B) Establishing Notification And Hearing Procedures For Trading In Claims And Equity Securities entered by this Court on January 6, 2006 (Docket No. 1780) (the "Final Trading Order") in respect of acquisition of Delphi common stock (the "Stock") by Harbinger Capital Partners Master Fund I, Ltd. ("Harbinger"); and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest, while at the same time

maintaining the integrity of the Final Trading Order; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. On June 1, 2006, Harbinger acquired Tax Ownership of Stock in excess of 26,499,999 shares, which exceeded the amount set forth in the definition of Substantial Equity Holder in the Final Trading Order. Between June 1 and June 5, 2006, Harbinger acquired Tax Ownership of additional Stock resulting in a total Tax Ownership of Stock of 32,025,000 shares (such Stock purchases by Harbinger are collectively referred to as "Noncompliant Purchases"). On June 12, 2006, Harbinger filed a Schedule 13D with the Securities and Exchange Commission disclosing its holdings of Stock. After the Debtors contacted Harbinger regarding the Schedule 13D and the terms of the Final Trading Order on June 14, 2006, Harbinger made no acquisitions or dispositions of Stock after such date.

B. Harbinger's Noncompliant Purchases did not comply with the procedures set forth in the Final Trading Order. Among other things, a Notice of Intent to Purchase, Acquire or Otherwise Obtain Tax Ownership of Stock was not served prior to such Noncompliant Purchases.

C. Harbinger represents that the Noncompliant Purchases were wholly inadvertent.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
THAT:

1. The Motion is GRANTED as set forth herein.
2. Harbinger shall sell a sufficient number of shares of Stock it acquired in the Noncompliant Purchases (the "Stock Dispositions"), such that after the Stock Dispositions, Harbinger holds fewer than 26.5 million shares of Stock. The Stock Dispositions shall be made in open market transactions pursuant to which Harbinger does not have actual knowledge of the

identity of the persons or entity that is to become the beneficial owner of such Stock. The Stock Dispositions shall be completed within 20 days after the entry of this Order.

3. Harbinger shall not be required to file a Notice of Status as a Substantial Equityholder (attached as Exhibit 1A to the Final Trading Order) as a result of any Stock Purchase; Harbinger shall not be required to file a Notice of Intent to Purchase, Acquire, or Otherwise Obtain Tax Ownership of Stock (attached as Exhibit 1B to the Final Trading Order) as a result of any Stock Purchase; and Harbinger shall not be required to file a Notice of Intent to Sell, Exchange or Otherwise Dispose of Tax Ownership of Stock (attached as Exhibit 1C to the Final Trading Order) as a result of the Stock Dispositions.

4. If the aggregate amount realized by Harbinger on the Stock Dispositions reduced by related costs exceeds Harbinger's aggregate basis in the Stock sold pursuant to the Stock Dispositions (any such excess, the "Aggregate Gain"), then Harbinger shall promptly donate the Aggregate Gain to one or more organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

5. Not later than 25 days after the entry of this Order, Harbinger shall file a certificate, signed by an authorized officer of Harbinger, confirming that Harbinger has complied with this Order and specifically describing (a) the number of shares of Stock sold, (b) the date of each sale, (c) the price at which each share was sold, (d) the related costs of each sale, (e) the basis of each share sold, (f) the date on which each share was acquired, (g) the Aggregate Gain, if any, upon such sales and, (h) the organization(s) described in Section 501(c)(3) to which any Aggregate Gain was donated.

6. In the future, Harbinger shall comply in all respects with the applicable terms of the Final Trading Order and any other orders of this Court (whether now in effect or entered in

the future), to the extent then in effect, including, without limitation, in connection with any future transactions involving the acquisition or disposition of sale of either (a) Stock or (b) claims against the Debtors.

7. Under paragraph 9(a) of the Final Trading Order, the Noncompliant Purchases were void ab initio, and accordingly, Harbinger shall be treated as never having owned the Stock acquired in the Noncompliant Purchases.

8. The Final Trading Order remains in full force and effect, and nothing in this Order shall be deemed a modification, waiver, or alteration of any of the terms, conditions, or requirements of the Final Trading Order.

Dated: New York, New York  
July 21, 2006

/s/Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

# **EXHIBIT G**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
: In re : Chapter 11  
: :  
: DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
: :  
: Debtors. : (Jointly Administered)  
: :  
-----X

ORDER UNDER 11 U.S.C. § 363(b)  
AND FED. R. BANKR. P. 6004 AUTHORIZING THE  
DEBTORS TO ENTER INTO AN AGREEMENT WITH A.T. KEARNEY, INC.

("A.T. KEARNEY AGREEMENT ORDER")

Upon the motion, dated June 29, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 6004 authorizing, but not directing, the Debtors to enter into and perform under an agreement with A.T. Kearney, Inc. ("A.T. Kearney"); and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized, but not directed, to enter into and fully perform under an agreement with A.T. Kearney, the form of which is attached hereto as

Exhibit 1, for Phases 1A and 1B of the Debtors' restructuring of their indirect spend, including making all payments due to A.T. Kearney under the agreement.

3. The Debtors are further authorized, but not directed, to exercise their sole discretion in determining the categories, sub-categories, and contracts to be strategically sourced under Phase 1A and to be reviewed under Phase 1B.

4. With respect to the triggering of A.T. Kearney's contingent fees, the Debtors shall provide to a designated representative of the financial advisor retained by the Official Committee of Unsecured Creditors (the "Creditors' Committee") a report listing the recommendations (the "Recommendations Report") approved by an executive steering committee (the "Executive Steering Committee"), which will include, among others, Delphi's Chief Financial Officer, General Director of Purchasing, and General Counsel. The Creditors' Committee shall have the opportunity to review the Recommendations Report pursuant to the procedures set forth below for the sole purpose of determining whether to object to the Debtors' intent to pay A.T. Kearney a contingent fee (each, a "Contingent Fee"):

(a) As soon as reasonably practicable following the approval of recommendations by the Executive Steering Committee sufficient to trigger the payment of a Contingent Fee, the Debtors shall submit the Recommendations Report to the financial advisor retained by the Creditors' Committee, Mesirow Financial Consulting LLC, 666 Third Avenue, 21st Floor, New York, New York 10017 (Att'n: Larry H. Lattig and Ben Pickering) by facsimile, overnight delivery, or hand delivery.

(b) The Creditors' Committee shall have ten business days following initial receipt of the Recommendations Report to object or request additional time to evaluate the proposed payment to A.T. Kearney of a Contingent Fee. Any objections shall be submitted in

writing to the Debtors, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: David Sherbin, Esq.), counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr. Esq.), and to A.T. Kearney, 2000 Town Center, Suite 1600, Southfield, Michigan 48075 (Att'n: Douglas Harvey). If the Debtors, counsel to the Debtors, and A.T. Kearney receive no written objection or written request for additional time prior to the expiration of the ten business day period, the Debtors shall be authorized to pay A.T. Kearney the Contingent Fee.

(c) If the Creditors' Committee objects to the proposed Contingent Fee within the aforementioned ten business day period, the Debtors and the Creditors' Committee shall meet and confer in an attempt to negotiate a consensual resolution of the objection. Should either party determine that no mutually agreeable resolution can be reached in a timely fashion, the Debtors shall move the Bankruptcy Court for authority to pay the Contingent Fee upon notice to the Creditors' Committee in accordance with the terms of the Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered May 19, 2006 (Docket No. 3824), or such other case management order as may then be in effect, and the Debtors shall not be authorized to pay the requested Contingent Fee until the earlier of a consensual resolution between the Debtors and the Creditors' Committee and an order of this Court approving the payment of such Contingent Fee.

5. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.



6. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York  
July 21, 2006

/s/Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**  
**A.T. Kearney Agreement**

*A.T. Kearney, Inc.  
2000 Town Center, Suite 1600  
Southfield, Michigan 48075  
1 248 354 2226  
1 248 204 9100 Fax*

April 27, 2006

Mr. Jonathan Stegner  
General Director  
Delphi Corporation  
5825 Delphi Drive  
Troy, MI 48098-2815

RE: Letter Agreement for "Indirect Material Cost Reduction: Strategic Sourcing and Contract Review"  
Initiative

Dear Mr. Stegner:

We are pleased to submit this letter agreement to support Delphi in indirect material cost reduction through a comprehensive Strategic Sourcing and Contract Review process. Delphi has the opportunity to realize substantial savings across the estimated \$3.7 billion of indirect spend.

In the spring of 2005, A.T. Kearney was asked to perform an assessment of the indirect material cost reduction opportunity at Delphi. Based on that assessment, and our experience in driving comprehensive Indirect Strategic Sourcing and Executory Contract Reviews for other clients, A.T. Kearney estimates there is an annual savings opportunity of \$150 to \$225 million globally.

This proposal is focused on Delphi's North American operations, and is divided into two parallel phases. In Phase 1A (the "Fast Track" Phase), we will immediately begin sourcing of \$700 million in spend that offers a high potential for savings. The Fast Track Phase will deliver between \$30 and \$60 million in annual savings, with some of the savings realized in the latter part of 2006. In Phase 1B we will analyze, prioritize and develop category specific strategies for an additional \$2.3 billion of North American indirect spend. Subsequent phases (not included in the scope of this agreement) will execute the sourcing strategies identified in Phase 1B, as well as potentially expand the scope beyond North America.

A.T. Kearney is a leader in providing indirect material and services sourcing, and we consistently deliver savings comparable to those we are targeting at Delphi. Delphi is a key client for A.T. Kearney and we hope to use this project to build on the relationship and position A.T. Kearney to help Delphi with other improvement opportunities. To that end, I personally will be committed to bring the strength of my firm to bear to help deliver these savings. We value Delphi as a client and we appreciate the opportunity to work with you on this important initiative.

Page 2

This proposal addresses the following areas for each of the two main phases (1A and 1B):

- Objectives and Scope
- Project Approach, Deliverables and Timing
- Project Management and Governance
- Fees and Expenses

### **Indirect Material Cost Reduction: Strategic Sourcing and Contract Review Initiative**

#### **Objectives and Scope**

The objective of the Indirect Material Cost Reduction initiative is to identify, prioritize and deliver indirect cost savings. The initiative will cover over 40 categories within Delphi's North American operations, addressing annual spend of \$3.0 billion out of a total North American spend of \$3.3 billion (See Figure 1).

A.T. Kearney will work in concert with Delphi to accelerate strategic sourcing and contract review to realize the saving based on a two phase plan (See Figure 2). In Phase 1A, the identified twelve "Fast Track" categories will move directly to strategy development and contract negotiations and implementation. These identified categories have a large indirect spend and a high potential for savings. Within the first 2-4 weeks of the project, Delphi and A.T. Kearney may mutually choose to modify the commodities in scope for in the Fast Track Phase. In Phase 1B, we will perform a contract review, prioritization and strategy development for many of the functional specific categories and the medium potential categories. These categories will be reviewed to identify specific follow-on cost reduction projects, such as contract renegotiation, strategic sourcing, outsourcing, etc.

**Figure 1. North American Spend and Major Categories**

Cost Reduction Estimated Project Scope (\$ Billions)						Preliminary Recommendation	
	Industrial Supplies	Facilities Services	Corporate Services	IT	Machinery & Equipment	Transportation & Logistics	Engineering Prototypes
<b>Phase 1A:</b> Scope: 12 Categories, \$0.7 billion <b>Phase 1A Criteria</b> • Spend >\$10 million • Few sub-categories (low fragmentation) • High proportion of spend under contract	• MRO Services / Management Fees (\$0.12) • Car Fleet (TBD)	• Site Services (\$0.10) <sup>(4)</sup> • Prop. Leases (\$0.03)	• Temp Labor (\$0.14) <sup>(2)</sup> • Outsourced Services (\$0.07) • Eng. Services (\$0.07) <sup>(4)</sup> • Media (\$0.03)		• Handling Equip. (\$0.03)	• Warehousing (\$0.06) <sup>(1)</sup> • Packaging (\$0.05) <sup>(1)</sup> • Corp Jets (TBD)	
	\$0.12	\$0.13	\$0.31	\$0	\$0.03	\$0.11	\$0
<b>Phase 1B:</b> Scope: 29 Categories, \$2.3 billion <b>Phase 1B Criteria</b> • Highly fragmented spend – many plants, suppliers or sub-categories • Lower proportion of spend under contract • May be addressed by other corporate initiatives (e.g., Healthcare)	• MRO Parts (\$0.31) • Perishable Tools (\$0.15) • Ind. Gases (\$0.04) • Durable Tools (\$0.04) • Welding Cons. (\$0.02) • Fixtures (\$0.01) • Chemicals (TBD)	• Utilities (\$0.07) • Construction (\$0.05)	• Healthcare (\$0.76) <sup>(2)</sup> • Travel & Ent. (\$0.05) • Legal (\$0.04) • Other Mktg (\$0.04) <sup>(2)</sup> • Mailroom (\$0.03) • Others (\$0.03) <sup>(2)</sup> • Risk Mgmt (\$0.02) • HR (\$0.02) • Relocation Svcs (\$0.01) • Financial Svcs (\$0.01)		• Mfg Equip. (\$0.22) • Lab Equip. (\$0.02) • Assembly Equip./ Tooling & Fixtures (\$0.01)	• Freight (\$0.13) • Truck & Trailer/ Rail/ Ocean (\$0.02) • Air (\$0.01)	• Prototype Parts (TBD) • Prototype Tools (TBD) • Prototype Testing (TBD) • Engineering Vehicles (TBD)
	\$0.67	\$0.12	\$1.01	\$0	\$0.25	\$0.16	\$0.24
<b>Out of Scope</b> \$0.3 billion addressed by other Delphi initiatives			• Office Sup. (TBD) • Office Equip. (TBD)	• Telecom (\$0.05) • Hardware (\$0.03) • Software (\$0.03) • IT Services (\$0.17)			
			TBD	\$0.28			

All contracts will be reviewed by the end of Phase 1A (24 weeks)

Note: (1) Packaging and Warehousing spend estimated in Interviews February 23, 2006, additional to IMAC data  
 (2) Healthcare spend estimated based on public information in addition to IMAC; Spend may change as number of employees covered is adjusted over time  
 (3) Includes Benefits, Retirement, Worker's Compensation, and Income Protection  
 (4) Delphi interview estimate at \$0.06 B, excluding employee wages  
 (5) Includes Delphi estimate ~\$0.10 B in unclassified temp labor spend  
 (6) Delphi interview estimate at \$0.05 B  
 (7) e.g., branding, public relations, and event marketing  
 Source: January 2005 IMAC Discussion, Delphi Management Interviews, A.T. Kearney analysis

Support of these parallel activities (Phases 1A and 1B) will be accomplished through a combination of Delphi's Indirect Global Supply Management Team and A. T. Kearney resources. A.T. Kearney resources will lead the Strategic Sourcing and Executory Contract Review process addressing over 90% of the indirect spend within North American operations.

Our intent is to include the spend of operations that may be for sale, as long as the sale is not imminent with an agreed to price. Any indirect material savings should be represented as having direct bottom line impact to potential buyers and, as such, should bring the corresponding multiple in additional value

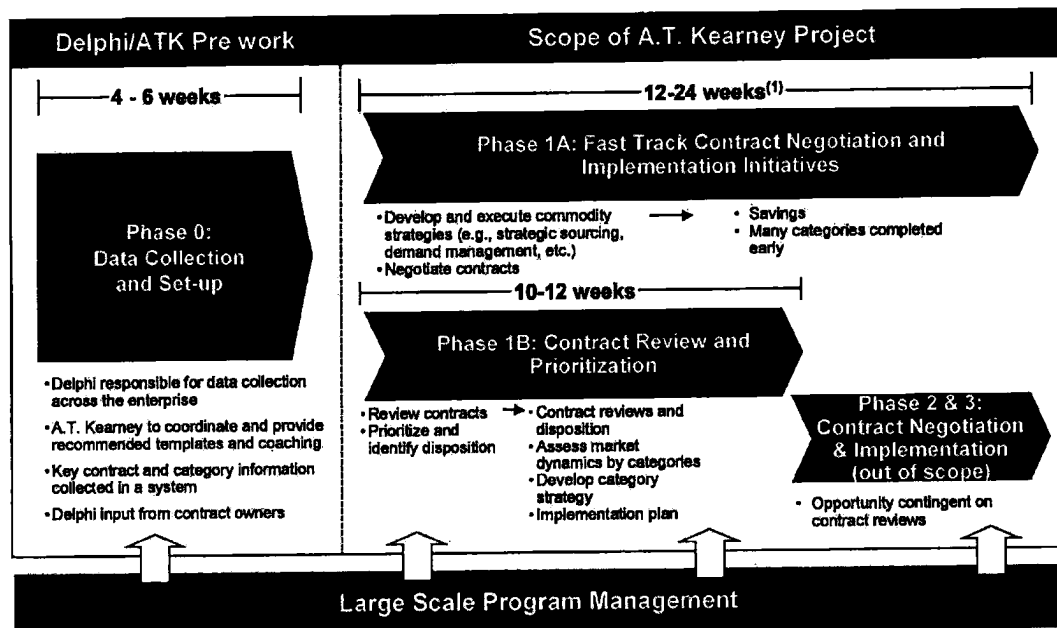
## Project Approach, Deliverables and Timing

The project approach begins with a Phase 0 data collection process. Working with Delphi, we will leverage the data that has already been collected. Where gaps exist we will collect the necessary data for both the indirect material sourcing and the contract review work streams. Based on a preliminary review, it appears that we can leverage the purchasing and financial systems to obtain the necessary sourcing data. Information relative to non purchasing contracts as well as financial and usage data for all contracts will likely need to be obtained from the contract owners. A.T. Kearney will coordinate the data collection process – however to insure timely realization of savings it is critical that Delphi supports the process and response timely to data requests.

Upon completion of the data collection phase, the project approach will be based on two parallel activities. Phase 1A, Fast Track, and Phase 1B, Contract Review and Prioritization, will both last twenty four weeks, however some categories will be complete and begin delivering savings in as early as twelve weeks. Figure 2 outlines the data collection phase as well as Phase 1A & 1B (Phase 2 and 3 are not included under this agreement).

**Figure 2. Approach and Associated Timing**

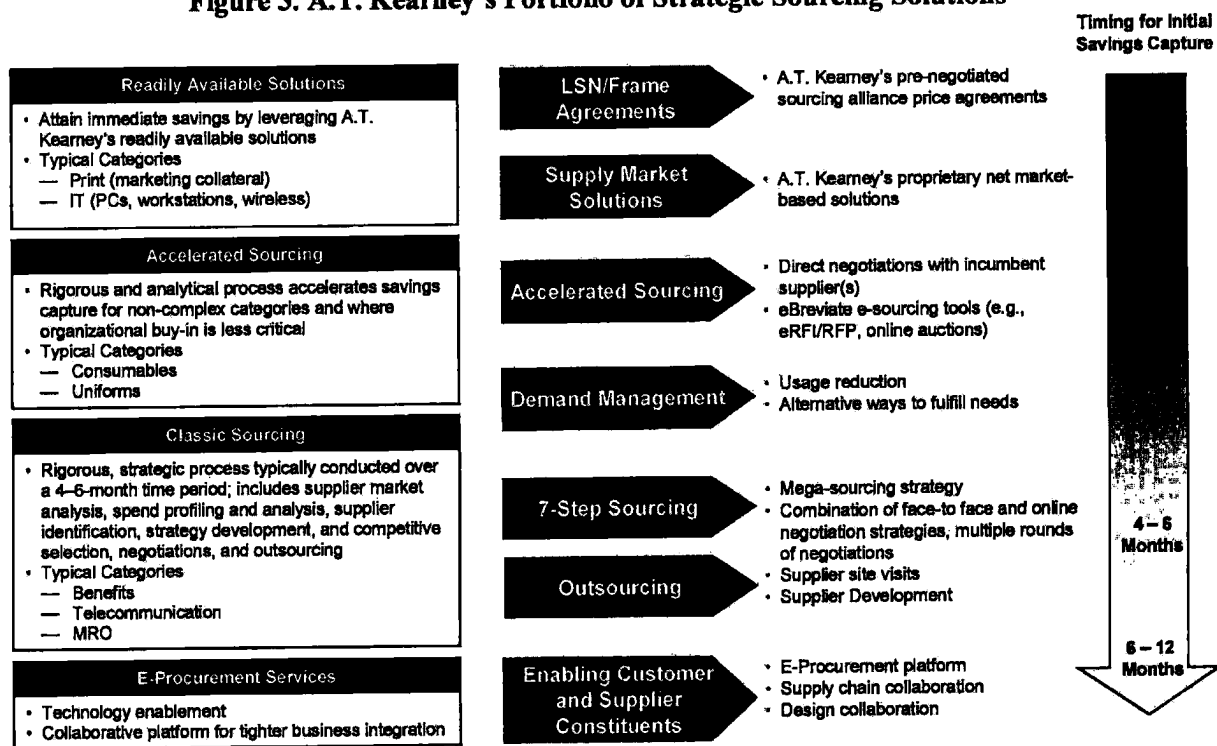
### Recommended Approach



### Phase 1A: Fast Track Contract Negotiations and Implementation

Delphi and A.T. Kearney have jointly defined the twelve “Fast Track” commodities in Phase 1A that will address approximately \$0.7 billion in North American annual spend and will yield annual savings of \$30 to \$60 million. The Phase 1A savings will be partially realized in 2006 and fully realized in 2007. To capture these savings, the joint A.T. Kearney and Delphi teams will utilize a portfolio of Strategic Sourcing solutions, which maximize savings while minimizing time-to-benefits (See Figure 3)

**Figure 3. A.T. Kearney’s Portfolio of Strategic Sourcing Solutions**

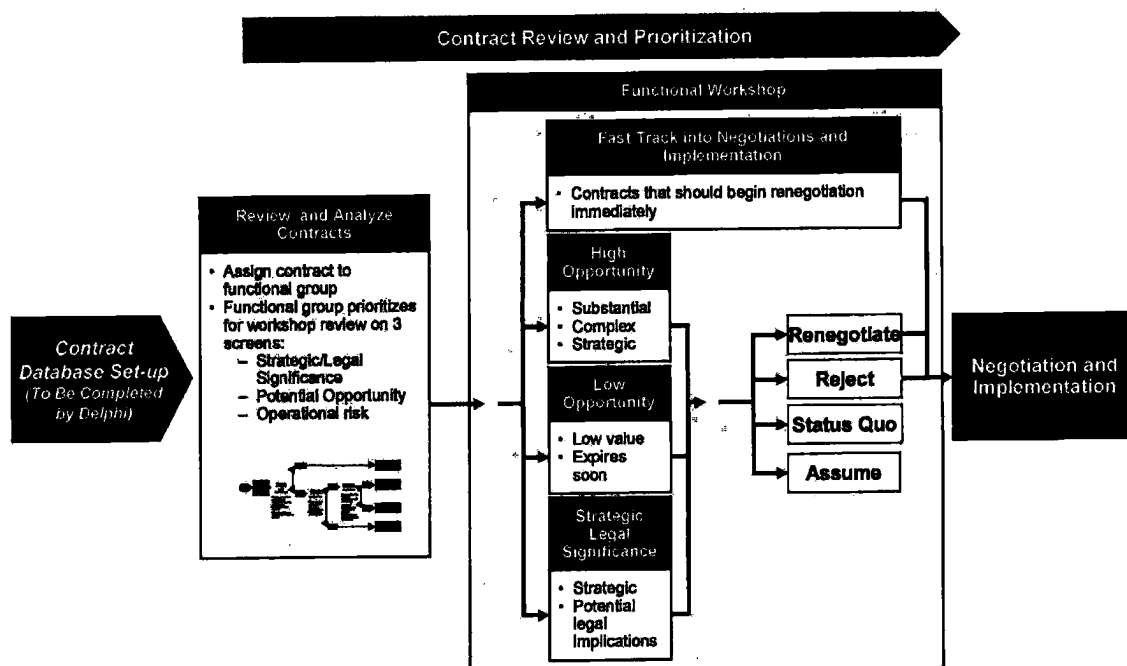


### Phase 1B: Contract Review and Prioritization

In parallel, Phase 1B will be launched to address much of the remaining North American spend of approximately \$2.3 billion. Phase 1B will identify additional projects and savings opportunities with an estimated annual savings of \$80 to \$150 million, which will be delivered in future Phases 2 and 3. Savings could be even higher if the scope of Phases 2 and 3 is expanded to include global spend.

The contract review process will consist of two primary activities: 1) Contract Review and Analysis; and 2) Functional Workshops. First, all North American contract information will be collected, organized, and analyzed for preliminary prioritization (we will leverage the contract information already collected). As part of this analysis we will assess market condition changes, business needs changes, and financial implications. This will serve as input into the Functional Workshops where the contract stakeholders will review the analysis and options, and determine the strategy and disposition for the contracts. See Figure 4.

**Figure 4. A.T. Kearney's Contract Review and Prioritization**



### Contract Reviews Activities

- Conduct pre-workshop reviews of all relevant contracts:
  - Develop summaries for each contract
  - Assign contracts to categories based on function or procurement code
  - Analyze financial implications to determine prioritization
  - Upload contract information into databases
  - Coordinate with function/contract owner to resolve discrepancies and missing information
- Develop preliminary priority and potential alternatives by category type



Page 7

### **Functional Workshops Activities**

- Use Contract review output to prepare for workshop
  - Frame potential alternatives
  - Schedule subsequent workshops
- Conduct workshops in all functions and business units
  - Evaluate alternative strategies by contract type
  - Develop preliminary disposition
  - Establish action plan to validate and implement strategy

### **Project Management, Governance and Reporting**

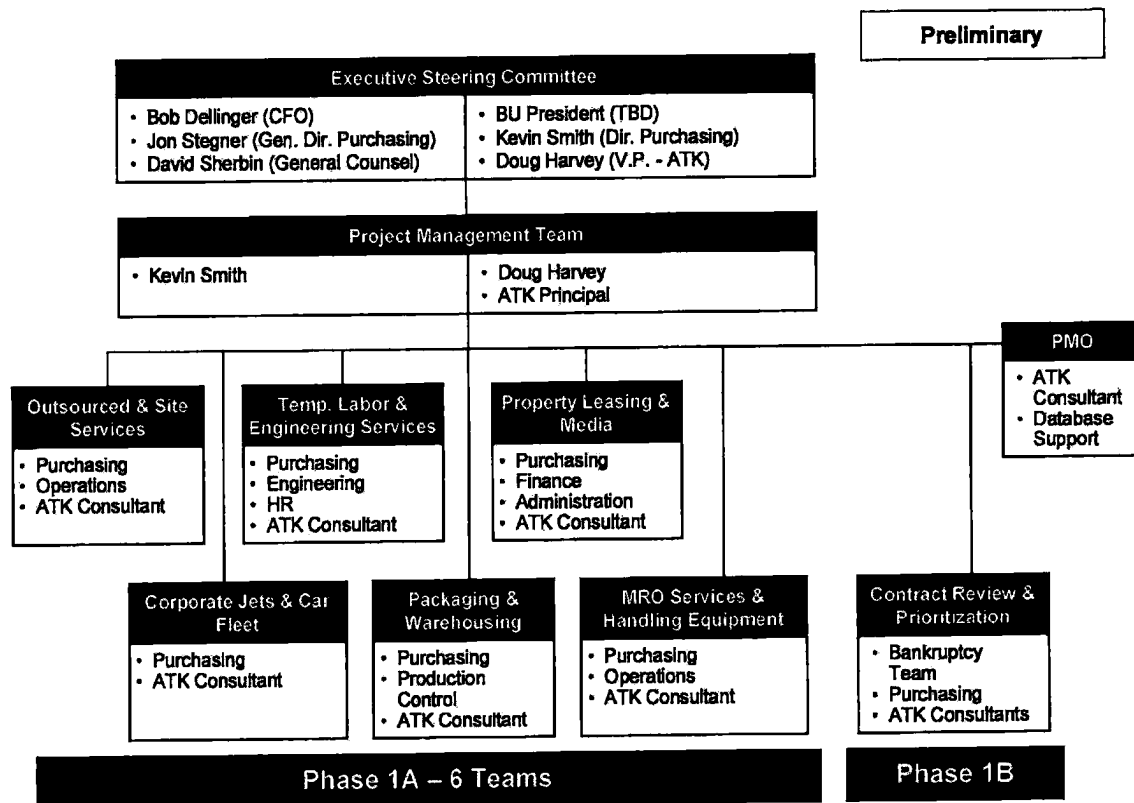
Doug Harvey will be responsible for the overall project. He will be supported by an experienced project leader that will drive the overall day-to-day activities. This project leadership will be actively involved in driving the deliverables and savings attainment in each of the identified “Fast Track” categories in Phase 1A and Contract Review and Prioritization of the categories in Phase 1B.

The project reporting process will be supported by a Project Management team and a Project Management Office (PMO). The role of the PMO should not be underestimated - throughout this project there will be a significant amount of project coordination and information management both within this project and across other ongoing Delphi projects. We will leverage A.T. Kearney’s significant know-how and tools to ensure the project is executed smoothly. Each sub-team will generate a one-page weekly status report that will be used by the Project Management team and the PMO. These reports will be used as a basis for weekly reviews and calls led by the Project Management team which will be used to review status, share information, and provide guidance to the teams, as required.

Each team will consist of 1-2 fulltime A.T. Kearney consultants working with the Delphi team members to drive the deliverables for that team. We will also leverage A.T. Kearney’s subject matter experts (SMEs) with category specific expertise. In total, we will have twelve full time resources on the project along with many SMEs that we be engaged as needed throughout the project. The teams will report out on a regular basis (presumably monthly) to the Executive Steering Committee.

The role of the Executive Steering Committee is essential to insure that the project is completed on time and that the necessary organizational support is in place to enable successful implementation. Specifically, the Executive Steering Committee will insure that the appropriate resources are assigned to the project and that any requests from the project team are given sufficient priority within the organization to insure timely response. Most importantly, the Executive Steering Committee will be asked to approve the recommendations of the project team and insure organizational alignment behind these recommendations. The recommendations will include the over-all strategy by category and the associated resource/cost requirements, savings and implementation timing. The project organizational structure is depicted in Figure 5.

**Figure 5. Project Management and Governance Structure**



It is essential that each team include the appropriate Delphi representatives to insure the right Delphi specific solutions are developed. We will also facilitate a knowledge transfer of A.T. Kearney's "best in class" Strategic Sourcing tools by providing both formal and hands-on training for the Delphi team members.

Page 9

### **Fees and Expenses**

A.T. Kearney is proposing a combined fixed fee and contingent fee engagement. The fixed fee and expenses component of this engagement will be \$3,900,000. This fee is at a reduced rate as compared to previous engagements at Delphi and our other key clients. Delphi will pay A.T. Kearney an additional \$300,000 if the project team recommends, and the Executive Steering Committee approves, recommendations totaling at least \$30 million in annualized savings. In addition to this \$300,000 contingent payment, Delphi will pay A.T. Kearney \$200,000 if the project team recommends, and the Executive Steering Committee approves, recommendations totaling at least \$45 million in annualized savings. After the initial month of the engagement, we will submit five monthly invoices to Delphi for \$700,000 each. The sixth and final invoice will include the \$400,000 fixed fee remaining balance and any contingent payment that has been earned. A.T. Kearney anticipates payment to be made within 30 days of invoicing, which is consistent with our previous engagements with Delphi's management team.

Your signature on this document indicates agreement to the terms of this letter and to the attached "General Terms and Conditions" (See Attachment 1).

A.T. Kearney understands the importance of these cost reduction initiatives. We appreciate the opportunity to work with you and the Delphi Team and we looking forward to starting this project as soon as possible.

Sincerely,

Doug Harvey  
Vice President

Accepted \_\_\_\_\_  
Mr. Jonathan Stegner  
General Director

Date \_\_\_\_\_

**A.T. KEARNEY, INC.**  
**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions relate to the Letter dated April 27, 2006 (the "Letter") from AT. Kearney, Inc. ("Consultant") to Delphi Corporation ("Client").

The Letter, together with these General Terms and Conditions (collectively, the "Terms of Engagement"), constitute the full, final and entire agreement of Consultant and Client relating to the services referred to in the Letter (the "Services"). The Terms of Engagement shall control over any provisions contained in any correspondence, request for proposal, prior proposal, purchase order or other document of Consultant and/or Client and any oral statements or representations of Consultant and/or Client. No modification or waiver of the Terms of Engagement shall be effective against either Consultant or Client unless it expressly agrees to such modification or waiver in a written agreement signed by its authorized signatory. The Terms of Engagement may not be assigned by either party without the prior written consent of the other.

Client's signed acceptance of the Letter or the commencement of performance of the Services at the request of Client, whichever occurs earlier, shall constitute Client's acceptance of the Terms of Engagement.

1. **CONSULTANT'S RESPONSIBILITIES**. Consultant shall perform the Services utilizing the standards of care normally and customarily exercised by professional consulting firms in performing comparable services under similar conditions. Consultant shall be entitled to rely, without verification or investigation, upon any information and materials that (a) may be provided or made available by or through Client or its affiliates or (b) may be obtained from any generally accepted source.

2. **DELIVERABLES**. Subject to payment of Consultant's fees and expenses in connection with the Services and subject to the provisions of Paragraphs 3 and 4 below, all information, materials, reports, and other work product that Consultant creates, develops, and delivers to Client for Client's exclusive use as part of the Services ("Deliverables") shall be the property of Client and shall be treated by Consultant as Client's Confidential Materials. Consultant shall be permitted to retain copies of the Deliverables for archival purposes. The Services and Deliverables are personal to Client and intended solely for the internal use of Client. No person or entity other than Client may use or rely upon the Deliverables, the Services or any recommendations that Consultant may make. Client shall reimburse, indemnify and hold harmless Consultant for, from and against losses, damages, liabilities, suits and claims (and costs and expenses in connection therewith, including reasonable attorneys fees and other investigation and defense costs) to the extent such losses, damages, liabilities, suits and claims arise out of or are caused by (a) any use of or reliance upon the Deliverables, the Services or Consultant's recommendations by a third party, or (b) any use of or reliance upon the Deliverables, the Services or Consultant's recommendations by Client in any manner other than for Client's internal use.

3. **INTELLECTUAL CAPITAL.** All methodologies, procedures, management tools, workshops, manuals, software, data files, work papers, concepts, ideas, inventions, know-how and other intellectual capital that Consultant has heretofore created or acquired or may hereafter create or acquire, while performing the Services or otherwise ("Intellectual Capital"), are and shall be the exclusive property of Consultant. Before using, for any person or entity other than Client, any Intellectual Capital created or acquired while performing the Services, Consultant shall first purge any information or materials that were furnished to Consultant by Client and constitute Client's Confidential Materials subject to the provisions of Paragraph 5 below. Except as provided in Paragraph 4 below, Client shall not have or acquire any title or interest in or to any Intellectual Capital.

4. **LICENSE TO INTELLECTUAL CAPITAL.** Subject to payment of Consultant's fees and expenses in connection with the Services, Client shall have an irrevocable perpetual, non-exclusive right and license to use, reproduce, display and prepare derivative works based upon Intellectual Capital that is contained or incorporated in the Deliverables or is otherwise provided by Consultant to Client for its use in connection with the Deliverables. Except as specifically authorized in writing by Consultant, however, Client may not use, reproduce, or display such Intellectual Capital or prepare such derivative works for the benefit of any person or entity other than Client.

5. **CONFIDENTIAL MATERIALS.** In connection with the performance of the Services, a party (the "receiving party") may be provided or granted access to information and materials of the other party (the "disclosing party"), including information and materials of third parties that are in the possession of the disclosing party, that are considered to be confidential or proprietary (collectively "Confidential Materials"). The receiving party may not disclose or make available any of disclosing party's Confidential Materials to any other person or entity or make use of any of disclosing party's Confidential Materials for any purpose except: (a) as specifically authorized in writing by the disclosing party; (b) the receiving party may disclose and make available disclosing party's Confidential Materials, on a confidential and restricted basis, to its employees, associated consultants and subcontractors who have a reasonable need to know or have access to such information and materials in connection with the Services; and (c) the receiving party may use the disclosing party's Confidential Materials for any proper purpose related to the Services.

6. **EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS.**

(a) The provisions of Paragraph 5 shall not apply to any information or materials that (i) are already lawfully known to or in the possession of the receiving party at the time such information or materials are first disclosed or made available to the receiving party by the disclosing party, (ii) are hereafter lawfully obtained by the receiving party from a person other than the disclosing party, (iii) are in the public domain or generally known in the relevant trade, industry or business at the time such information or material are first disclosed or made available to the receiving party or thereafter come into the public domain or become generally known in the relevant trade, industry or business other than by reason of an improper disclosure or use of the same by the receiving party, or (iv) are independently developed or otherwise lawfully obtained by the receiving party independent of, and without reference to, the Services.

(b) Each party may disclose (without prior notification, or approval or consent by, the other party), to taxing authorities and/or to such party's representatives, outside counsel and advisors, any Confidential Materials that are required to be disclosed in connection with such party's tax filings, reports, claims, audits, and litigation.

(c) In addition, the receiving party may disclose and make available the other party's Confidential Materials to the extent required to comply with any law, rule or regulation or any subpoena, order or directive of any court or governmental agency or body; *provided, however*, that the receiving party shall use reasonable efforts to give the disclosing party prior notice of any such disclosure for the purpose of enabling the disclosing party to obtain a protective order.

**7. DISCLAIMER OF WARRANTY.** CONSULTANT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY MATERIALS, DELIVERABLES OR SERVICES PROVIDED UNDER THESE TERMS OF ENGAGEMENT. CONSULTANT DOES NOT GUARANTEE THAT ANY RECOMMENDATIONS MAY BE IMPLEMENTED AT THE COST OR WITH THE RESULTS THAT CONSULTANT MAY ESTIMATE OR PROJECT OR THAT ANY WORK PRODUCT OR DELIVERABLE WILL BE ERROR FREE.

**8. LIMITATIONS ON LIABILITY.** IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOST PROFITS, INCOME OR SAVINGS, OR INTERRUPTION OF BUSINESS) THAT MAY BE SUFFERED OR INCURRED BY THE OTHER PARTY OR ANY PERSON OR ENTITY AFFILIATED OR ASSOCIATED WITH THE OTHER PARTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE LIABILITY OF CONSULTANT FOR LOSSES, DAMAGES, LIABILITIES, SUITS AND CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OF ENGAGEMENT, REGARDLESS OF THE FORM OF ACTION AND THE PERSON OR ENTITY BRINGING SUCH ACTION, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF THE FEES PAID (EXCLUDING PAYMENTS FOR TAXES AND EXPENSES) BY CLIENT TO CONSULTANT FOR THE SERVICES PERFORMED UNDER THESE TERMS OF ENGAGEMENT. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS PARAGRAPH 8 SHALL NOT APPLY TO A BREACH OF PARAGRAPH 5 HEREOF.

**9. INDEPENDENT CONTRACTOR STATUS.** In performing the Services, Consultant will be acting solely as an independent contractor, and neither Consultant nor any of its employees, associated consultants or subcontractors shall be deemed to be employees of Client for any purpose. Neither Consultant nor Client shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.

**10. PAYMENT TERMS; TAXES.** In consideration for the performance of the Services, Client will pay to Consultant the fees and expenses described in the Letter in the manner set forth in the Letter. The payment of such fees and expenses is due and payable upon Client's receipt of

Consultant's invoice, and in any event, not to exceed 30 days from the invoice date. Actual expenses charged to Client will be net of any up-front discounts made available by the applicable vendor; however, such expenses will not be adjusted for other rebates, if any, issued at any time by a vendor even if related in whole or in part to such expenses and any such rebates will be retained by Consultant. Any past due amounts will bear interest until paid at a rate of interest equal to be the lesser of (i) the prime rate established from time to time by Citibank of New York plus four percent or (ii) the maximum rate of interest allowed by applicable law. If any portion of an amount due to Consultant under these Terms of Agreement is subject to a bona fide dispute between the parties, Client will pay to Consultant on the date such amount is due all amounts not disputed in good faith by Client. An amount will not be considered to be the subject of a bona fide dispute between the parties unless Client notifies Consultant in writing on or before the date a disputed amount is due of the specific items in dispute and describes in detail the reasons for disputing each item. Such notice is for purposes of permitting Consultant a reasonable opportunity to address the dispute. However, such notice will not operate to abate the accrual of interest on past due amounts or to prevent Consultant from exercising its right to suspend performance or terminate its engagement as described in Paragraph 11. All fee and expense payments to Consultant are intended to be exclusive of taxes and other governmental charges (other than Consultant's income taxes), referred to herein as "Taxes". Any Taxes that may be imposed with respect to any fee or expense reimbursement payments to Consultant shall be borne by Client, and Client shall pay or reimburse the Consultant for such Taxes. Consultant acknowledges that it is liable for any income taxes that may be imposed on Consultant and any payroll taxes in respect of Consultant's employees.

**11. SUSPENSION/TERMINATION.** Client shall have the right, at any time and for any reason, to suspend performance of the Services and/or to terminate Consultant's engagement to perform the Services, in whole or in part. If Client fails to make any fee or expense reimbursement payment to Consultant when due or otherwise breaches the Terms of Engagement, Consultant shall have the right to suspend performance of the Services and/or to terminate its engagement to perform the Services, in whole or in part. Upon any such suspension or termination, Consultant shall be entitled to (a) immediate payment for all work performed and expenses incurred or committed by Consultant through the date of suspension or termination, and (b) payment of such additional amounts, if any, as may be provided in the Letter. The expiration, suspension or termination of these Terms of Engagement will not release either party from any liabilities or obligations set forth in these Terms of Engagement which (x) the parties have expressly agreed will survive any such expiration, suspension or termination, or (y) by their nature would be intended to be applicable following any such expiration, suspension or termination.

**12. NO PUBLICITY.** Except as the Client deems necessary to satisfy the requirements of the Bankruptcy Code or as specifically authorized in writing by the other party, neither Client nor Consultant shall publicly disclose (in any press release, prospectus, offering memorandum, or otherwise) that Consultant is performing the Services, the nature of the Services, or the Deliverables.

**13. CONSULTANT'S EMPLOYEES.** During Consultant's performance of the Services for Client and for a period of one (1) year after the termination of the Services for any reason, Client shall not directly or indirectly (a) enter into an agreement or relationship for the provision of

services (including as an officer, employee, partner, director, consultant, agent or otherwise) with any current or former employee of Consultant who, at the time of entering into such agreement or relationship with Client, is providing or has at any time in the past year provided the Services to Client under the Terms of Engagement, or (b) solicit, induce, persuade or attempt to solicit, induce or persuade any employee of Consultant who is providing or has provided the Services to Client under the Terms of Engagement to terminate his or her employment with Consultant.

**14. REMEDIES.** If any of the prohibitions or restrictions in these Terms of Engagement are found by a court of final and competent jurisdiction to be unreasonable and unenforceable, the parties intend that any such prohibitions or restrictions shall be deemed modified or limited so that, as modified or limited, they may be enforced to the fullest extent possible by such court.

**15. PRIVACY LAWS.** For purposes of all applicable laws relating to data privacy, personal data, transborder data flow and data protection (collectively, the "Privacy Laws"), the parties acknowledge and agree that Client will be considered the controller of the information relating to Client or its customers (the "Client Data") with rights to determine the purposes for which the Client Data is analyzed, reviewed, disclosed, manipulated or processed. Nothing in this Agreement will restrict or limit in any way Client's rights or obligations as owner and/or controller of the Client Data for such purposes. The parties further acknowledge and agree that, for purposes of the Privacy Laws, Consultant will be considered the processor of the Client Data. As controller of the Client Data, Client is directing Consultant to analyze, review, disclose, manipulate or process, as applicable, the Client Data in accordance with these Terms of Engagement.

**16. EXPORT REGULATIONS.** These Terms of Engagement are subject to any United States government laws, regulations, orders or other restrictions regarding export or re-export of U.S. origin information, technology, processes or other items, or derivatives of such items. Consultant and Client agree (i) to comply with all such laws or restrictions and (ii) not to export or re-export any such items to a destination or end user for which a U.S. authority requires an export license or other approval without first having obtained such license or approval. Each party will reasonably cooperate with the other to assure compliance with this Section 17.

**17. GOVERNING LAW.** These Terms of Engagement will be governed by the substantive laws of the State of Illinois (without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction). The Consultant and the Client irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to the Letter and the services contemplated thereby and agree not to commence any litigation relating thereto in any forum other than the Bankruptcy Court.



# **EXHIBIT H**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Arnall Golden Gregory, LLP	Darryl S. Laddin Sean C. Kulka	171 17th Street, NW, Suite 2100		Atlanta	GA	30363	404-873-8500	404-873-8121	<a href="mailto:dladdin@agg.com">dladdin@agg.com</a> <a href="mailto:sean.kulka@agg.com">sean.kulka@agg.com</a>	Counsel to Verizon Services Corp
Cooley Godward, LLP	Gregg S. Kleiner, Esq	101 California Street	5th Floor	San Francisco	CA	94111-5800	415-693-2034	415-693-2222	<a href="mailto:gkleiner@cooley.com">gkleiner@cooley.com</a>	Counsel to Wireless Matrix
Davis Polk & Wardwell	Donald Bernstein and Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092	212-450-3092	<a href="mailto:donald.bernstein@dpw.com">donald.bernstein@dpw.com</a> <a href="mailto:brian.resnick@dpw.com">brian.resnick@dpw.com</a>	Counsel to Debtors' Postpetition Administrative Agent
Delphi Corporation	David Sherbin	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	<a href="mailto:david.sherbin@delphi.com">david.sherbin@delphi.com</a>	Debtors
Delphi Corporation	John D. Sheehan	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	<a href="mailto:john.sheehan@delphi.com">john.sheehan@delphi.com</a>	Debtors
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	<a href="mailto:rodburg@ffhsj.com">rodburg@ffhsj.com</a> <a href="mailto:slivinski@ffhsj.com">slivinski@ffhsj.com</a>	Counsel to Equity Security Holders Committee
Heller Ehrman LLP	Carren Shulman, Esq Timothy Mehok, Esq	Times Square Tower	Seven Times Square	New York	NY	10036	212-832-8300	212-763-7600	<a href="mailto:Carren.shulman@hellerehrman.com">Carren.shulman@hellerehrman.com</a> <a href="mailto:Timothy.mehok@hellerehrman.com">Timothy.mehok@hellerehrman.com</a>	Counsel to @Road, Inc.
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022-4802	212-906-1370	212-751-4864	<a href="mailto:robert.rosenberg@lw.com">robert.rosenberg@lw.com</a>	Counsel to the Official Committee of Unsecured Creditors
Simpson Thacher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr. and Marissa Wesely	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	<a href="mailto:kziman@stblaw.com">kziman@stblaw.com</a> <a href="mailto:trust@stblaw.com">trust@stblaw.com</a> <a href="mailto:wrussell@stblaw.com">wrussell@stblaw.com</a> <a href="mailto:mwesely@stblaw.com">mwesely@stblaw.com</a>	Counsel to Debtors' Prepetition Administrative Agent
Skadden, Arps, Slate, Meagher & Flom LLP	John Wm. Butler, John K. Lyons, Ron E. Meisler	333 W. Wacker Dr.	Suite 2100	Chicago	IL	60606	312-407-0700	312-407-0411	<a href="mailto:jbutler@skadden.com">jbutler@skadden.com</a> <a href="mailto:ilyonsch@skadden.com">ilyonsch@skadden.com</a> <a href="mailto:rmeisler@skadden.com">rmeisler@skadden.com</a>	Counsel to the Debtor
Skadden, Arps, Slate, Meagher & Flom LLP	Kayalyn A. Marafioti, Thomas J. Matz	4 Times Square	P.O. Box 300	New York	NY	10036	212-735-3000	212-735-2000	<a href="mailto:kmarafio@skadden.com">kmarafio@skadden.com</a> <a href="mailto:tmatz@skadden.com">tmatz@skadden.com</a>	Counsel to the Debtor

# **EXHIBIT I**

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
12 Planet, Inc.	Thomas Stroyls							
A2S Advanced Systems Solutions Limited	Andrew Pattison	Eurohub Midlands			Birch Lane Stonnal	West Midlands	W59 ONF	United Kingdom
Absolute Wireless Inc.	Attn: Oscar Castano	26250 Industrial Boulevard	Suite 50		Hayward	CA	94545	
Accel-KKR	David Crisp Jason Klein	2500 Sand Hill Rd Ste 100		Menlo Park		CA	94025	
Accounting Services	ManageComm, Inc.	2160 Fletcher Parkway Ste. A			El Cajon	CA	92020	
ACNielson Vantis	Jason P. Brown	3130 Crow Canyon Place	Suite 400		San Ramon	CA	94583	
Active RFID Systems, Inc.	Anthony Corrado	P.O. Box 3069	477 CR 65		Evergreen	CO	80437	
Advantel	2237 Paragon Dr				San Jose	CA	95131	
AdvanTel, Inc.	2237 Paragon Dr.				San Jose	CA	95131	
AdvanTel, Inc.	2222 Trade Zone Boulevard				San Jose	CA	95131	
Advantra International NV	Elin Tarryn	Ter Waarde 90			B 8900 Ieper			Belgium
Aerisnet	PO Box 3908				San Jose	CA	95128-3908	
Aerisnet	Bob Boen	1245 S Winchester Blvd	Ste 216		San Jose	CA	95128-3908	
Agentek	Van Nguyen (Melissa McCarthy, asst)	5900 Windward Pkwy	Ste 400	Atlanta		GA	30005	
Airgas Inc	259 North Radnor Chester Rd				Radnor	PA	19087-5283	
AiriQ	Mark W. Kohler	1099 Kingston Road Suite 233			Pickering	ON	L1V 1B5	Canada
Al Kinzie								
Alan Bolsh		[Address on File]						
Alan Cyron		[Address on File]						
Alan Hippe	Continental	Vahrenwalder Strasse 9			Hanover		D-30165	Germany
Alan Lai		[Address on File]						
Alan Milligan		[Address on File]						
Alexander Babichev		[Address on File]						
ALK Technologies/TravRoute	Dan Titus	1000 Herrontown Road			Princeton	NJ	08540	
Alla Lagodsky		[Address on File]						
Allan Thygesen	The Carlyle Group	1001 Pennsylvania Ave NW			Washington	DC	20004-2505	
Altrusty Enterprise Co Ltd	If No 2 Ln 235	Pao Chiaco Rd	Hsin Tien		Hsien	Taipei		Taiwan Prov Of China
AmBell Corporation	Unni Warrior	2425 W. Olympic Boulevard	Suite 2000		Santa Monica	CA	90404	
Andre Sanoyca		[Address on File]						
Andrew Chan		[Address on File]						
Aniruddha Mulay		[Address on File]						
Anixter Inc	2301 Patriot Blvd 2S				Glenview	IL	60026	
Anna Dokakis		[Address on File]						
Aphrodite Mitropoulos		[Address on File]						
Aqua Prix Inc	PO Box 56				Moberly	MO	65270	
Arsenault Associates	C. Arsenault	711 Jackson Road			Atco	NJ	08004	
Artur Duko		[Address on File]						
Asset Growth Partners Ltd	2570 W El Camino Real	110			Mountainview	CA	94040	
Asset Growth Partners, Ltd.	2570 W. El Camino Real, Suite 500				Mountain View	CA	94040	
Attention: General Counsel,		1801 Varsity Drive,			Raleigh	NC	27606	
Austin Powder Company	25800 Science Park Drive				Cleveland	OH	44122	
Austin Powder Company	25800 Science Pk Dr				Cleveland	OH	44122	
Auto Club of America	Joe Belz	9411 N Georgia			Oklahoma City	OK	73120	
Auto Page Unlimited Inc.	Attn: Brian Schulze	370 E. Irving Park Road			Wood Dale	IL	60191	
Automobile Club of Southern California	John Estes	3333 Fairview Road			Costa Mesa	CA	92626	
Backis International	751 Laurel St 330				San Carlos	CA	94070	
Bala Chander		[Address on File]						
Bank Of America	PO Box 53121				Phoenix	AZ	85072-3121	
Bankruptcy Division		California Franchise Tax Board	PO Box 2952		Sacramento	CA	95812-2952	
Bert Vlaanderen		[Address on File]						
Blue Shield Of Ca	Cash Receiveing File 55331				Los Angeles	CA	90074-5331	
BMC Software Distribution, Inc.		PO Box 201040			Houston	TX	77216-0001	
BMC Software Distribution, Inc.		PO Box 201040			Houston	TX	77216-0001	
Board Of Equalization	PO Box 942879				Sacramento	CA	94279-0001	
Board of Equalization		PO Box 942879			Sacramento	CA	94279-7072	
Bobcat Company	Scott Rosow	250 East Beaton Drive			West Fargo	ND	58078-6000	
Booz-Allen & Hamilton, Inc.	Francois Truc	225 West Wacker Drive	Suite 1700		Chicago	IL	60606-1228	
Boulder Global Development Group, LLC	Liana Pomeroy	1800 - 30th Street	Suite 214		Boulder	CO	80301	
BP Amoco Chemical Company	John Diendorf	150 W. Warrenville Road			Naperville	IL	60563	
BP Products North America	28100 Torch Parkway	Attn: Karl Mehta			Warrenville	IL	60555	
Bp Products North America Inc	28100 Torch Pkwy				Warrenville	IL	60555	

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Bradley M Murray		[Address on File]						
Breo Ventures, LLC	Richard H. Miller	471 Emerson	Suite 200		Palo Alto	CA	94301	
Brian Keith Miles		[Address on File]						
Brian Keith Miles Vp Sales At Moblearia	7222 Ledgewood Dr				Fenton	MI	48430	
Bridgetown Communications		3923 28th Street, Ste. 184			Grand Rapids	MI	49512	
Bridgetown Communications		3923 28th Street, Ste. 184			Grand Rapids	MI	49512	
Brightpoint	501 Airtech Pkwy				Plainfield	IN	46168	
Brix Group	PO Box 31001 0464				Pasadena	CA	91110-0464	
Brix Group Inc.		565 Display Way			Sacramento	CA	95838-3363	
Buena Vista Internet Group	Legal Department	500 South Buena Vista Street			Burbank	CA	91521-7710	
C&s Vending	1053 Lincoln Ave				Palo Alto	CA	94301	
Cadec	Jonathan Larson	Cadec	8 E Perimeter Road		Londonderry	NH	03053	
Carmell LaVett Oliver		[Address on File]						
Carmell LaVett Oliver		3015 Clear Coast Ct.			Vallejo	CA	94591	
CAT Technology	Aaron Mahler	337 Route 17 South Ste 210			Hasbuck Heights	NJ	07604	
Catalyst Capital Partners, Inc.	Suresh Fernando	1102-1050 Burrard Street			Vancouver	BC	V6Z 2S3	Canada
Cellco Partnership d/b/a Verizon Wireless	30 Independence Blvd.				Warren	NJ	07059	
Cellco Partnership dba Verizon Wireless	Rosemary Garavaglia	180 Washington Valley Road			Bedminster	NJ	07921	
Cellocator, Ltd.	Amnon Duchorne-Nave	19 Hamelacha Street	Park Afek		Rosh-Ha'ayin		48101	Israel
Cellport Systems, Inc.	Doug Daniels	4886 Pearl East Circle	Suite 300E		Boulder	CO	80301	
Centrality Communications, Inc.	Philip Lau	2520 Mission College Boulevard	Suite 103		Santa Clara	CA	95054	
Certicom International Corp.	Raymond J. Menard	Bat C	8 rue Fulgence Bienvenue		Lannion Cedex	BP	418 22305	France
Cfo Group	225 Broadway 1900				San Diego	CA	92101	
CGI Group	Claude Séguin	VP Strategic Investments	1130 Sherbrooke St W 5th Fl		Montreal	Quebec	H3A 2M8	Canada
	Michael Denham	President of Bus Process Services						
Chadbourne & Parke LLP	30 Rockefeller Plaza				New York	NY	10112	
Chi Chung		[Address on File]						
Cho Graphics	Yung Cho	8270 Washington Village Drive			Centerville	OH	45458	
Chris Bortoli		[Address on File]						
Chris Lebrun	Orbcomm	21700 Atlantic Blvd			Dulles	VA	20166	
Christopher Cusanza		[Address on File]						
Chuck King								
Cisco Systems	Scott Einhorn	170 West Tasman Dr			San Jose	CA	95134	
Cisco Systems Capital Corporation	Anne Marie Rudnick	1111 Old Eagle School Rd			Wayne	PA	19087	
City of Mountain View Finance & Administrative Services Department		500 Castro St 2nd Fl PO Box 7540						
Cj Driscoll & Associates	2636 Via Carrillo				Mountain View	CA	94039-7540	
Clarity, LLC	Alan Beale	4515 14 <sup>th</sup> Ave SE			Palos Verdes Estates	CA	90274	
Click Software	Shmuel Arvatz	34 Ha'Barzel St			Naples	FL	34117	
	Robbie Traube				Tel-Aviv		69710	Israel
Clint Suson		[Address on File]						
Clint Suson		[Address on File]						
Clint Suson		57A Boardman						
CMango Services Management Company	Attn: Zureme Zimoga	704 Town & Country Village			San Francisco	CA	94103	
CMango Services Management Company	Attn: Zureme Zimoga	704 Town & Country Village			Sunnyvale	CA	94086	
CMANGO, Inc.		1300 Crittenden Lane #200			Sunnyvale	CA	94086	
CMG, Inc.	Jonathan Lawrence	33914 Crystal Mountain Blvd			Mountain View	CA	94043	
Confertel	2385 Camino Vida Roble				Crystal Mountain	WA	98022	
Consortium Executive Search, Inc.	Signed by Charles LeFevre, President				Carlsbad	CA	92009	
Consortium Executive Search, Inc.	Chuck LeVerve	1875 South Bascam 116-213						
CONTEX Engineering International, Inc.	Jerry Sun	1931 Old Middlefield Way	Unit X		Campbell	CA	95008	
Continental	Hippe, Alan	Vahrenwalder Strasse 9			Mountain View	CA	94043	
Copower	PO Box 10862				Hanover		D-30165	Germany
Coradiant Inc.	Jim Thayer	4260 Girouard Avenue	Suite 100		Palo Alto	CA	94303-0918	
Craig Brown		[Address on File]			Montreal	QC	H4A 3C9	Canada
Creative & Response Research	Christiaan de Brauw	500 North Michigan Avenue						
Cross Country Global ITS Services Corp.	Peter Van Alstine				Chicago	IL	60611	
Cross Country Global ITS Services, Corp.	1 Cabot Road							
Cross Country Global ITS Services, Corp.		1 Cabot Road			Medford	MA	02155	
Cross Country Motor Club	4040 Mystic Valley Pkwy				Medford	MA	02155	
CTA Consulting	Francois Truc	21622 West Mockingbird			Medford	MA	02155	
CustomWeather, Inc.	Geoffrey M. Flint	26 South Park			Kildeer	IL	60047	
Cygnus Systems/ David Preader	168 Highland Oaks Dr				San Francisco	CA	94107	
					Los Gatos	CA	95032	
Cytranz, Inc.	Frederick Soskiel	911 E 86 <sup>th</sup> St Ste 105			Indianapolis	IN	46240	

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Dan Kolkowitz		[Address on File]						
Dan Pliskin		[Address on File]						
Daniel Fairbank		[Address on File]						
Daniel Jester		[Address on File]						
Daniel Zucker		[Address on File]						
Darrell Duffy		[Address on File]						
Data Dimensions	Sadiq Patankar	1900 S. Norfolk Street	Suite 235		San Mateo	CA	94403	
Datascan Technologies, Inc.	Paul J. Lane	10700 North Freeway	Suite 550		Houston	TX	77037	
David Riley		[Address on File]						
De Anza Manufacturing	1271 Reamwood Ave				Sunnyvale	CA	94089	
Dearborn Group	27007 Hills Tech Court				Farmington Hills	MI	48331	
Deborah L. Cameron								
Deepak More		[Address on File]						
Dejai Pty Ltd	RoadPilot (Asia Pacific) Pty Ltd	Attn: David Harris	53 Heyington Place P.O. Box 101		Toorak	Melbourne	3142	Victoria, Australia
Delaware Division of Revenue		P.O. Box 8751			Wilmington	DE	19899	
Delaware Secretary of State	Division of Corporations	PO Box 898			Dover	DE	19903	
Dell Commercial Credit	Dept 50 0059570831				Des Moines	IA	50368-9020	
Dell Inc	One Dell Way	Bldg 1 MS 8052			Round Rock	TX	78682	
Dell Marketing Lp	C/o Dell Usa Lp				Pasadena	CA	91110-0916	
Delphi Automotive Systems LLC		1441 W Long Lake	PO Box 5090		Troy	MI	48098-5090	
Delphi Automotive Systems LLC	Attn Robert Schumacher	Delco Electronics Corp	One Corporate Center	PO Box 9005	Kokomo	IN	46904	
Delphi Automotive Systems LLC	acting by & through its wholly owned subsidiary Delco Electronics Corp	5725 Delphi Dr			Troy	MI	48098-2815	
Delphi Automotive Systems Lic	5725 Delphi Dr				Troy	MI	48098	
Delphi Automotive Systems Lic	Ken Erikson	One Corporate Ctr	PO Box 9005		Kokomono	IN	46904	
Delphi Automotive Systems Lic Acting By And Through Its Wholly	Owned Subsidiary Delco Electronics	Corporation	5725 Delphi Dr		Troy	MI	48098	
Delphi Delco Electronics Systems Aka Delphi Automotive Systems Lic	PO Box 9005				Kokomo	IN	46904-9005	
Delphi Electronics & Safety	co Robert Schumacher	Delco Electronics Corp	One Corporate Center	PO Box 9005	Kokomo	IN	46904	
Department of the Treasury Internal Revenue Service	290 Broadway 5th FL				New York	NY	10007	
Dexterra	David Leventhal Robert Loughan	Dir. BD CEO	21540 30th Dr SE Ste 230		Bothell	WA	98021	
DHL	Jonathan Baker John Pearson Dianne Leonard	1200 South Pine Island Rd Ste 600			Plantation	FL	33324	
DHL Danzas		14076 Collections Center Drive			Chicago	IL	60693	
DHL Danzas		14076 Collections Center Drive			Chicago	IL	60693	
Digi Key	701 Brooks Ave S				Thief River Falls	MN	56701-0677	
Digital Dispatch	Vari Ghai	11920 Forge Place			Richmond	BC	V7A 4V9	Canada
Dla Piper Rudnick Gray Cary Us Llp	2000 University Ave				East Palo Alto	CA	94303	
Doug Giffin		[Address on File]						
Doug Lea's Java Concurrent Utilities software license								
Dow Jones & Company, Inc.	Adam Muskai	PO Box 300			Princeton	NJ	08543	
Dow Jones & Company, Inc.	Adam Muskai	4300 North Route 1			South Brunswick	NJ	08852	
DPAC Technologies	William M. Stowell	7321 Lincoln Way			Garden Grove	CA	92841	
Dpac Technologies	7321 Lincoln Way92841				Garden Grove	CA	92841	
Dwight Joseph		[Address on File]						
Ed Alcott		[Address on File]						
Edward Gayles		[Address on File]						
Eitel Inc.	George Krucek	1050 Northgate Dr Ste 350			San Rafael	CA	94903	
Ember Corporation	Adrian Tuck	313 Congress Street			Boston	MA	02210	
Emc Compliance Management Group	670 National Ave				Mountain View	CA	94043	
EMS Technologies Canada, Ltd.	Catherine Easton	1725 Woodward Drive			Ottawa	Ontario	K2C OP9	Canada
Enterprise Information Solutions, Inc.	Marc Mitchell	9891 Broken Land Pkwy Ste 300			Columbia	MD	21049	
Equinix Inc	Dept La 22310				Pasadena	CA	91185-2310	
Equity Corporate Housing	Wildman Harold Allen & Dixon LLP	225 W Wacker Dr Ste 3000			Chicago	IL	60606	
Eric Lunsford		[Address on File]						
Ericsson Inc.	North American Headquarters	6300 Legacy Dr			Plano	TX	75024	
Esex Electronics, Inc.	Garrett Kaufman	1130 Mark Avenue			Carpinteria	CA	93013	
Eugene Gordienko		[Address on File]						

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Exelon Corporation	PECO Energy Company	Attn: Patrick M. White			Boise	ID	83711	
Extended Systems Incorporated	5777 N. Meeker Avenue	P.O. Box 4937			Dublin	CA	94568-7976	
Extended Systems of Idaho, Inc.	One Sybase Dr				Washington	DC	20554	
Federal Communications Commission		445 12th St SW			Pasadena	CA	91109-7321	
Federal Express	PO Box 7221				Memphis	TN	38132	
Federal Express Corporation	2005 Corporate Ave 2nd Fl				San Jose	CA	95112	
Federal Insurance Chubb	Tammy Stamp	Broker Felice Insurance	738 North First St		Memphis	TN	38194	
FedEx	Michael Glenn	PO Box 727						
	Bob Henning							
FedEx Ground Package System, Inc.	Roman Hlutekowsky	1000 FedEx Drive			Moon Township	PA	15108	
Fedex Kinkos	PO Box 672085				Dallas	TX	75267-2085	
FleetRisk Advisors, LLC	Christopher Brogan	Gainey Ranch Center	7702 East Doubletree Ranch Road		Scottsdale	AZ	85258	
FleetRisk Advisors, LLC	Samuel M. Wilkes	21 Blackland Road			Atlanta	GA	30342	
Fonix Corporation	Kurt Flygare	180 West Election Road			Draper	UT	84020	
FORCE Computers, Inc.	Paul Mercadante	4305 Cushing Parkway			Fremont	CA	94538	
Forrester Research	Brittany E. Roberts	400 Technology Square			Cambridge	MA	02139	
Forrester Research	Brittany E. Roberts	400 Technology Square			Cambridge	MA	02139	
Freightliner LLC	Paul Menig	4747 N. Channel Avenue			Portland	OR	97217	
Frys Electronics	600 East Brokaw Rd				San Jose	CA	95112	
Garmin	Kevin S. Sauckman	1200 E. 151st Street			Olathe	KS	66062-3426	
Gary Nauslar		[Address on File]						
Gary Stempler		[Address on File]						
GE TIP	Mary Hoeltzel							
	Joe Artuso							
	Jon Shapiro							
Gearworks Inc.	Keith Lauver	930 Blue Gentian Road	Suite 100		Eagan	MN	55121	
Gene Summerville		[Address on File]						
Genstar	James D. Nadauld	Four Embarcadero Center	Ste 1900		San Francisco	CA	94111-4191	
GenX Mobile Incorporated	Rodric C. Fan	1955 Concourse Dr			San Jose	CA	95131	
Geographic Data Technology, Inc.	Ilse R. Ramsey	11 Lafayette Street			Lebanon	NH	03766-1445	
Giovanni Paoletti		[Address on File]						
GlobeSecNine	William R. Sullivan	901 North Stuart St Ste 200			Arlington	VA	22203	
Globespan Virata, Inc.	Tom McQuade	100 Schulz Drive			Red Bank	NJ	07701	
Go2 Systems, Inc.	Brad Schorer	18400 Von Karman	Suite 320		Irvine	CA	92612	
Gong Liu		[Address on File]						
Gores	Angela Blatteis	10877 Wilshire Blvd	18th Floor		Los Angeles	CA	90024	
	Ryan Wald							
Great America	Tammy Stamp	Broker Felice Insurance	738 North First St		San Jose	CA	95112	
Greenbriar	Kathleen Moran	555 Theodore Fremd Ave Ste A-201			Rye	NY	10580	
Halliburton Energy Services, Inc.	Gary G. Tyler	10200 Bellaire Boulevard			Houston	TX	77072	
Hammad Saleem		[Address on File]						
Haytham Suliman		[Address on File]						
Hi-G-Tek Ltd.	Ran Sender	16 Hacharoshet Street			Or-Yehuda		60375	Israel
Houlihan Lokey Howard & Zukin	Glenn Daniel	One Sansome	17th Floor		San Francisco	CA	94104	
Ian McNish		[Address on File]						
IBM	Alma Diaz	Contract Administrator	8051 Congress Avenue		Boca Raton	FL	33487	
Ibm	PO Box 676673				Dallas	TX	75267-6673	
IDEO	100 Forest Ave				Palo Alto	CA	94301	
iiTRON, Taipei, Taiwan	Bert Q. Vlannderen	iiTron	651 Franklin St., #4308		Mountain View	CA	94041	
Ilkon	PO Box 650073				Dallas	TX	75265-0073	
Indiana Department of Revenue		100 N Senate Ave			Indianapolis	IN	46204	
Indus International	Kenneth J. Zagzebski	VP of Business Development	3301 Windy Ridge Pkwy		Atlanta	GA	30339	
	Patrick M. Henn (Pat)	CFO						
Indus International, Inc.	Adam V. Battani	3301 Windy ridge Parkway			Atlanta	GA	30339	
Infobahn Softworld, Inc.	3140 De La Cruz Blvd. Ste 101				Santa Clara	CA	95054	
InfoGation Corp.	Kent Pu	6440 Lusk Blvd #D201			San Diego	CA	92121	
InfoSpace, Inc.	Mitgn Mehta	601 -- 108th Avenue NE			Bellevue	WA	98004	
Innovative Software Engineering, L.L.C.	Hass Machlab	100 Oakdale Campus	#101 TIC		Iowa City	IA	52242	
Innvo Systems Pte Ltd	Rajiv M. Ranganath	20 Ayer Rajah Crescent			#04-04		139964	Singapore
Insight Services Corporation	Paul Kent	1305 West Auto Drive			Tempe	AZ	85284	
Intel Corporation	Jason Chen	2200 Mission College Boulevard			Santa Clara	CA	95052-8119	
Intermec	Tom Miller	6001 36th Ave West			Everett	WA	98203-1264	
	Larry D. Brady							

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Intermec Technologies Corporation	6001 36th Ave West				Everett	WA	98203	
Internal Revenue Service	290 Broadway 5th Fl				New York	NY	10007	
Internal Revenue Service					Cincinnati	OH	45999-0012	
InterNap	Christopher Leal	Intermap Network Services Corporation	250 Williams St		Atlanta	GA	30303	
International Truck & Engine Corporation	Jeff Bannister	International Truck and Engine Corporation	4201 Winfield Rd.		Warrenville	IL	60555	
Intertek Testing Services	PO Box 538242				Atlanta	GA	30353-8242	
Intrinsyc Software International, Inc.	Chief Financial Officer	700 West Pender Street	10th Floor		Vancouver	BC	V6C 1G6	Canada
Inverness Capital (SkyBitz)	Skip Maner	Inverness Capital Partners The Graham Group	3811 West Chester Pike	Building 2, Suite 100	Newtown Square	PA	19073	
Ioscapital	An Ikon Office Solutions Company	PO Box 9115			Macon	GA	31208-9115	
Ira Ghazanfari		[Address on File]						
Iridium Satellite LLC	Donald L. Thomas	1600 Wilson Boulevard	Suite 1000		Rosslyn	VA	22209-2594	
Iron Mountain	Contract Administration	2100 Norcross Parkway, Suite 150			Norcross	GA	30071	
Israel Kalman								
Iteris, Inc.	Dan Gillian	1515 South Manchester Avenue			Anaheim	CA	92802-2907	
ITIS (NavTrak)	Jim Duncan	2000 Northwood Drive			Salisbury	MD	21801	
Itochu	Nachiko Yoshikawa	5-1 Kita-Aoyama 2 chome	Minato-ku		Tokyo		107-8077	Japan
Itochu Technology, Inc.	Takayaki Fukuhara	3945 Freedom Circle, Ste 350			Santa Clara	CA	95054	
Ivus Technical Services, Inc.	Heather Howard	155 Myrtle Street			Oakland	CA	94607	
IXI Mobile	David Bialer	1032 Elwell Court	#111		Palo Alto	CA	94303	
J. B. Hunt	George Brooks	615 J. B. Hunt Corporate Drive			Lowell	AR	72745	
James Morton		[Address on File]						
James W Morton Reimb	159 Morning Dove Ln				Statesville	NC	28625	
Jamie Ford	Vista Equity Partners MDSI	150 California St	19th Fl		San Francisco	CA	94111	
Janus Logistics		85 Orchard Valley Drive			Cranston	RI	02921	
Jared Brockway		[Address on File]						
Jay Kim		[Address on File]						
JB Poindexter	Andrew E. Foskey	1100 Louisiana Ste 5400			Houston	TX	77002	
JCI	John Sibson	Johnson Controls, Inc.	5757 N. Green Bay Ave.		Milwaukee	WI	53209	
JCorporate Inc.		757 SE 17th St. #735			Fort Lauderdale	FL	33316	
JD Fey	AtRoad Inc	47071 Bayside Pkwy			Fremont CA	CA	94538	
Jeffrey Clarke		[Address on File]						
Jennifer Petersen								
Jerrehian Capital	John Jerrehian							
Jim Duncan	IT IS NavTrak	2000 Northwood Dr			Salisbury	MD	21801	
Jim Obot		[Address on File]						
John Mullen								
John N. Miskew								
John Sibson	Johnson Controls Inc	5757 N Green Bay Ave			Milwaukee	WI	53209	
Jonathan Davies		[Address on File]						
Jonathan Larson	Cadec	8 E Perimeter Rd			Londonderry	NH	03053	
Joshua Zhu		[Address on File]						
JP Systems, Inc.	David Erdner	12000 Ford Road	Suite 400		Dallas	TX	75234	
Juergen Kienhofer		[Address on File]						
Julin Chen		[Address on File]						
Kai Wang		[Address on File]						
Kaiser Permanente	File 73030	PO Box 60000			San Francisco	CA	94160-3030	
Kathleen Pacyna		[Address on File]						
Kaushal Mehta		[Address on File]						
Kavitha Pillarsetty		[Address on File]						
Kenneth Hall		[Address on File]						
Kevin McGuinn		[Address on File]						
Kevin S Rauckman	Garmin	1200 E 151st St			Olathe	KS	66062-3426	
Kimberly Durand		[Address on File]						
Kip Hyde	Teletouch	5718 Airport Freeway			Ft Worth	TX	76117	
Kirsens Technologies Corp.	Kirill S. Mostov							
Kiryung Electronics	H. J.Kwon				Kumchun-ku	Seoul		Korea
Kuei-Chung Tu		[Address on File]						
Kurt Martin	Munchen	Postfach 1351	85767 Unterfohring		Bundesrepublik Deutschland			
Ladd Industries Inc	PO Box 846144				Dallas	TX	75284-6144	
Lan Strickland		[Address on File]						
Lat-Lon, LLC	David Baker	4251 South Natches Court	Unit C		Sheridan	CO	80110	



CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Law Offices Of Daniel Roemer Pc	1111 Civic Dr Ste 380				Walnut Creek	CA	94596-8205	
Lawrence E Stone	Assessor Santa Clara County	70 W Hedding St			San Jose	CA	95110-1771	
LeasePlan	Wayne J. Reynolds	PO Box 3001			Almere Stad	EB	1300	Netherlands
LetsTalk.com, Inc.	1111 West North Carrier Parkway Ste 400				Grand Prairie	TX	75050	
LG Infocomm Inc.	William Lee Finney	LG Electronics Mobilecomm U.S.A., Inc.	10225 Willow Creek Rd.		San Diego	CA	92131	
Linda Lu		[Address on File]						
Lion Bridge Tech.	Sadiq Patankar	1050 Winter Street			Waltham	MA	02451	
Liquidity Solutions Inc	One University Plaza Ste 312				Hackensack	NJ	07601	
Lisa Smith		[Address on File]						
LogikKos, Inc.	Logikos, Inc.	2914 Independence Drive			Fort Wayne	IN	46808	
Lucent Technologies Inc.	Jorge Rodriguez	600 Mountain Avenue			Murray Hill	NJ	07974	
Mack Truck (Truck Connect)	Paul Vikner Lars Thorén Don Philyaw Ronald James	2100 Mack Blvd	PO Box M		Allentown	PA	18105-5000	
MAI Mark Airington Installations	8705 Pierce Olive Rd.				Apex	NC	27539-9141	
MAI Mark Airington Installations	8705 Pierce Olive Rd.				Apex	NC	27539-9141	
ManageComm, Inc.	338 W. Lexington Ave, Ste. 206				El Cajon	CA	92020	
Maninder Chhabra		[Address on File]						
Mark A Harrington	Trimble Navigation	935 Stewart Dr			Sunnyvale	CA	94085	
Mark Ties	XATA	151 E Cliff Rd Ste 10			Burnsville	MN	55337	
Mark W Kohler	AirIQ	1099 Kingston Rd Ste 233			Pickering	ON	L1V 1B5	Canada
Marlin Equity Partners	Nick Kaiser	2121 Rosecrans Avenue	Suite 2370		El Segundo	CA	90245	
Mascon	PO Box 2282				Carol Stream	IL	60132-2282	
Mathew Holzman		[Address on File]						
Mayfield	280 Sandhill Rd 250				Menlo Pk	CA	94025	
Mayfield Principals Fund II LLC	Mayfield XI L P	Mayfield XI Qualified L P	2800 Sand Hill Rd No 240		Menlo Park	CA	94025	
Mba Of California Inc	A Toshiba Company	3170 Corporate Pl			Hayward	CA	94545	
Mci 6000032025	PO Box 96022				Charlotte	NC	28296-0022	
MCI Worldcom Communications, Inc.	205 N Michigan Ave Ste 2700				Chicago	IL	60601-5924	
Melora Svoboda		[Address on File]						
Mentora Group, Inc.	5825 Glenridge Drive, Bldg 3, Suite 101				Atlanta	GA	30328	
Mentora Group, Inc.	5825 Glenridge Drive, Bldg 3, Suite 101				Atlanta	GA	30328	
Michael Hearney		[Address on File]						
Michael Orr		[Address on File]						
Michael Orr		[Address on File]						
Michael Richion		[Address on File]						
Microsoft Corporation	One Microsoft Way				Redmond	WA	98052-6399	
Microsoft Corporation	Gonzalo Bustillos	One Microsoft Way			Redmond	WA	98052-6399	
Mike Cardullo		2500 Sand Hill Rd	Ste 203		Menlo Park	CA	94025	
Milind Dange		[Address on File]						
Minorplanet Systems	Richard Hopkin Terence Donovan	Greenwich House	223 North Street		Leeds		LS7 2AA	UK
Mitchell International Inc.	Jason L. Gray	9889 Willow Creek Road			San Diego	CA	92131	
Mitchell Rosenberg		[Address on File]						
MMC Communications	31 West Lovell				Kalamazoo	MI	49007	
Mobiapps Inc.	Ann Panuja	1000 Wilson Blvd			Arlington	VA	22209	
MobileBriefs, Inc.	Michael F. Price	66 Perimeter Ctr E # 600			Atlanta	GA	30346-1807	
Monali Jain		[Address on File]						
Motorola	Don McLellan Martina Schweizer Tom Mitoraj	1295 E Algonquin Rd			Schaumburg	IL	60196	
Motorola, Inc.	Integrated Electronic Systems Sector	Attn: Brian P. Santoro	50 Northwest Point Boulevard		Elk Grove Village	IL	60007	
Mouser Electronics Inc	PO Box 99319				Fort Worth	TX	76199-0319	
Mr. Raul Reyes		[Address on File]						
Mr. Raul Reyes		1675 McGinness Ave.			San Jose	CA	95127	
MSI	Attn: Michael D. Sides	President	30 McCormick Way		Lincoln University	PA	19352	
MSNBC Interactive News, L.L.C.	Michael Wann	Business Development Manager	One Microsoft Way		Redmond	WA	98052-6399	
Narayan Mohanram		[Address on File]						
Natalie Acevedo		[Address on File]						
Naveen Prabhu		[Address on File]						

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Navistar (Int. Truck & Engine Corp.)	Thomas M. Hough Bill Caton	PO Box 1488			Warrenville	IL	60555	
Nazem & Co (PeopleNet Communications)	Fred Nazem Lynn Madonna	645 Madison Ave	12th Floor		New York	NY	10022	
NEC BNS	Wally Bryant	NEC Unified Solutions, Inc.	6535 N. State Highway 161		Irving	TX	75039-2402	
Neeraj Bagga		[Address on File]						
Networkcar, Inc.	Donald Brady	4510 Executive Drive	Suite 315		San Diego	CA	92121	
Networkcar, Inc.	Donald Brady	4510 Executive Drive	Suite 315		San Diego	CA	92121	
Newstart Factors Inc	2 Stamford Plz Ste 1501	281 Tresser Blvd			Stamford	CT	06901	
NEXIQ Technologies, Inc.	James C. Griffin Jr.	6425 Nineteen Mile Road			Sterling Heights	MI	48314	
NFO		Maryjane Getz, A/R Specialist						
NFO WorldGroup, Inc.	Michelle Pontrelli	33 New Montgomery Street	Suite 1200		San Francisco	CA	94105	
Nick Kaiser	Marlin Equity Partners	2121 Rosecrans Ave Ste 2370			El Segundo	CA	90245	
Nicolas Courreges		[Address on File]						
Nokia	Sanjay Rao	6000 Connection Drive			Irving	TX	75039	
Noregon Systems, Inc.	Chad Pearson	500 Shepherd Street	Suite 300		Winston-Salem	NC	27013	
Nortel Networks Inc.	2221 Lakeside Boulevard				Richardson	TX	75082	
North American Mobile Solutions Llc	3200 Steeple Point Pl				Flower Mound	TX	75022	
Norwest Equity Partners (PeopleNet Communications)	Andy Platt	80 South 8th St Ste 3600			Minneapolis	MN	55402	
NTT Do Co Mo	Masao Nakamura Yoshiaki Ugaki Nobuyuki Akimoto Ichiro Okajima							
Nuance Communications	Monica L. Greenberg	1005 Hamilton Court			Menlo Park	CA	94025	
Nuance Communications	Monica L. Greenberg	1005 Hamilton Court			Menlo Park	CA	94025	
ObjectFX Corporation	Christopher A. Schwartzbauer	10 Second Street NE	Suite 400		Minneapolis	MN	55413	
Office Depot	Dept 56 8200736841				Des Moines	IA	50368-9020	
Oksana Vishnevskaya		[Address on File]						
Olander Co	144 Commercial Ave				Sunnyvale	CA	94086	
Openssl License –								
Oracle (Siebel service applications)	Lisa Ferrier	500 Oracle Pkwy	500 Oracle Pkwy		Redwood Shores	CA	94065	
Orbcomm		21700 Atlantic Blvd			Dulle	VA	20166	
Orbcomm	co Jerome Eisenberg CEO	2115 Linwood Ave			Fort Lee	NJ	07024	
Orbcomm	Chris Lebrun	21700 Atlantic Boulevard			Dulles	VA	20166	USA
Orbcomm	2115 Linwood Ave				Fort Lee	NJ	07024	
Orbcomm		2115 Linwood Avenue	Suite 100		Fort Lee	NJ	07024	
Orbcomm		21700 Atlantic Boulevard			Dulles	VA	20166	
Orbcomm LLC	21700 Atlantic Boulevard				Dulles	VA	20166	
Otel Telecom	Attn: Otto White	300 - 74th Avenue NE			St. Petersburg	FL	33702-5430	
Owen Lynn		[Address on File]						
Pablo Riviere		[Address on File]						
Pacific Shredding Company	336 Bon Air Ctr 417				Greenbrae	CA	94904	
Pagemill Partners LLC		2475 Hanover St			Palo Alto	CA	94304	
Paladin Capital	Kenneth Pentimonti	2001 Pennsylvania Ave NW Ste 400			Washington	DC	20006	
Palm, Inc.	Gabriel Acosta-Lopez	5470 Great America Parkway			Santa Clara	CA	95052-8007	
PCG	Timothy Kelleher	1200 Prospect St Ste 200			La Jolla	CA	92037	
Peak IP Solutions LLC	198 Alden Ln Ste 100				Livermore	CA	94550	
Peery & Associates Inc	PO Box 850				Pescadero	CA	94060	
Pension Benefit Guaranty Corp	1200 K St Nw				Washington	DC	20005	
Penske	Brian Hard	Route 10th			Green Hills	PA	19607	
PepsiCo, Inc.	Joe Yates	5600 Headquarters Drive			Plano	TX	75024	
Pequot Capital	Mike Cardullo	2500 Sand Hill Rd Ste 203			Menlo Park	CA	94025	
Peter Greer	Jadda Capital Market, LLC	1688 Telegraph Road	Suite 140		Bloomfield Hills	MI	48302	
Peter Robinson		[Address on File]						
Peter Thayer		[Address on File]						
PHH Arval	David J. Coleman	940 Ridgebrook Road			Sparks	MD	21152	
PHH Vehicle Management Services, LLC	David J. Coleman	307 International Circle			Hunt Valley	MD	21030-1337	
PHH Vehicle Management Services, LLC (PHH Aral)	Attn: David J. Coleman	940 Ridgebrook Road			Sparks	MD	21152-9390	
Phil Straw		[Address on File]						
Philip Dean		[Address on File]						

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Platinum Equity (Aether Systems)	Ryan Fitch	360 North Crescent Drive			Beverly Hills	CA		
PolarCom Inc.	232 Melbourne				Hurst	TX	76053	
PolarCom Inc.	232 Melbourne				Hurst	TX	76053	
Posh Bagel At Mtn View	444 Castro St Ste 120				Mountain View	CA	94041	
Premiere Global Services	PO Box 404351				Atlanta	GA	30384-4351	
Prokash Sinha		[Address on File]						
Prolificx	Mark Mclauchlan	13 Ronwood Ave			Manukau City Auckland		01702	New Zealand
Prolificx Group	John McMahon	13 Ronwood Avenue	Manukau City		Auckland		01702	New Zealand
Prolificx New Zealand Ltd.		Level 1, 13 Ronwood Avenue			Manukau City	Auckland	01702	New Zealand
Prosodie	André Saint-Mleux	150 rue Galliéri - 92100 Boulogne-Billancourt France						
Prospect Partners	Douglas Smith	200 West Madison St Ste 2710			Chicago	IL	60606	
Psc Electronics	2307 Calle Del Mundo				Santa Clara	CA	95054	
Puerto Rico Telephone	Benjamin Figueroa	P.O. Box 360998			San Juan	P.R.	936	
Pumatech, Inc.	Kally J. Hicks	2550 North First Street	Suite 500		San Jose	CA	95131	
Purvi Rajani		[Address on File]						
Pyramid Communications	"Bill"	15182 Triton Lane	Ste 102		Huntington Beach	CA	92649	
Quake Global, Inc.	J. C. Moir	9765 Clairemont Mesa Boulevard	Suite A		San Diego	CA	92124	
Qualcomm	Tom Doyle William E. Keitel Nagraj Kashyap Joan Waltman, President Wireless Business Solutions	5775 Morehouse Dr			San Diego	CA	92121	
Qualnetics Corp	14241 Ne Wood Duvall Rd 176				Woodenville	WA	98072	
Qualnetics Corporation	14623 NE North Woodinville Way, Suite 107				Woodinville	WA	98072	
Qualnetics Corporation	Richard H. Stenson	14241 NE Woodinville-Duvall Road	#176		Woodinville	WA	98072	
Quill Corporation	PO Box 94081				Palatine	IL	60094-4081	
Qwest 66083745	PO Box 856169				Louisville	KY	40285-6169	
Qwest 66083745	PO Box 856169				Louisville	KY	40285-6169	
Qwest Communications Corporation	1801 California Street, Suite 3800				Denver	CO	80202	
QWest Interprise Networking	Attn: Manager	Department 047	Contract No. CPE147845516ABA		Denver	CO	80271	
R Systems, Inc.		5000 Windplay Drive	Suite 5		El Dorado Hills	CA	95762	
R.f. Solutions	Unit 21 Cliffe Industrial Estate				Lewes	East Sussex	BN8 6JL	
Rachel Liston		[Address on File]						
Rajesh Krishnamurthy		[Address on File]						
Rajiv Thakur		[Address on File]						
Ramasamy Ramasubramanian		[Address on File]						
Rand McNally & Company	Robert L. Simmons	8255 North Central Park			Skokie	IL	60076	
Remote Communications Company	539 Eastline Rd.				Ballston Spa	NY	12020	
Remote Dynamics	Dennis R. Casey J. Raymond Bilbao	1155 Kas Drive Ste 100			Richardson	TX	75081	
Rena Yamamoto		[Address on File]						
Republic Indemnity	Tammy Stamp	Broker Felice Insurance	738 North First St		San Jose	CA	95112	
Research In Motion Limited	Craig McLennon	295 Phillip Street			Waterloo	Ontario	N2L 3W8	Canada
Research In Motion Limited	Craig McLennon	131 Shoemaker Street			Kitchener	Ontario	N2E 3B5	Canada
Response Services Center, LLC	Robert W. Kelly	6940 Columbia Gateway Drive			Columbia	MD	21046	
Rich Carlson	Wireless Matrix USA Inc	12369 B Sunrise Valley Dr			Reston	VA	20191	
Richard Esmonde		[Address on File]						
Rigel Associates (AirLink Communications)	Jonathan A. Firestein	1875 S Grant St Ste 960			San Mateo	CA	94402	
RightNow Technologies	40 Enterprise Blvd	PO Box 9300			Bozeman	MT	59718-9300	
Robert Esparza		[Address on File]						
Robidart Associates, Inc.	Charles M. Robidart, Jr.	Robidart & Associates	18430 Technology Drive Suite A		Morgan Hill	CA	95037	
Rochelle Grober		[Address on File]						
Rodney Blum		[Address on File]						
Rodney Williams		[Address on File]						
Rohit Nigam		[Address on File]						
Roper Industries (Transcore)	John M. Worthington Joseph S. Grabias	8158 Adams Dr	Liberty Centre Bldg 200		Hummelstown	PA	17036	
Ruchika Dhingra		[Address on File]						

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Ryan Fitch	Platinum Equity	360 North Crescent Dr			Beverly Hills	CA		
Ryder System, Inc.	Kevin N. Rott	11690 NW 105 Street			Medley	FL	33178	
Saama Technologies Inc	900 E Hamilton Ave 120				Campbell	CA	95008	
Saama Technologies, Inc.	900 E Hamilton Ave Ste 120				Campbell	CA	95008	
Sanjay Rao	Nokia	6000 Connection Dr			Irving	TX	75039	
Satya Bathula		[Address on File]						
Sbc Long Distance 122328	PO Box 660688				Dallas	TX	75266-0688	
Schlumberger Technology Corporation	Jim Kirksey	Houston Hwy			Victoria	TX	77901	
Scott Kornak Consulting	Scott Kornak	Unit #10, University Research Center	3535 Research Road		Calgary	Alberta	T2L 2K8	Canada
Scott Plude		[Address on File]						
Seapine Software Inc	5412 Courseview Dr Ste 200				Mason	OH	45040	
Seema Shembekar		[Address on File]						
Sentelligence, Inc.	William J. Linden	100 South Campus Drive	P.O. Box 3799		Terre Haute	IN	47803-0799	
Servigistics	Eric Hinkle	320 Interstate North Parkway	4th Floor		Atlanta	GA	30339	
Siemens	Joe Kaeser	Wittelsbacherplatz 2			Munich		D-80333	Germany
	George C. Nolen							
Sierra Wireless, Inc.	Jason Cohenour	13811 Wireless Way			Richmond	British Columbia	V6V 3A4	Canada
Sierra Wirelessamerica Inc	PO Box 11626				Tacoma	WA	98411-6626	
SiriCOMM, Inc.	David N. Mendez	2900 Davis Boulevard	Suite 130		Joplin	MO	64804	
Skip Maner	Inverness Capital	Inverness Capital Partners	The Graham Group	3811 W Chester Pike Bldg 2 Ste 100	Newtown Square	PA	19073	
Smartroute Systems	Kate Adams	141 Porland Street			Cambridge	MA	02139	
Softconnex Technologies Inc	125 Technology Dr	Ste 250			Irvine	CA	92618	
softDSP Co. Ltd	Dae-Yun Kang President	203 Jungil Bldg	552-1 Sungnae-dong		Kangdong-ku	Seoul		Korea
softDSP Co. Ltd	Dae-Yun Kang President	203 Jungil Bldg	552-1 Sungnae-dong		Kangdong-ku	Seoul		Korea
Software SETT Corporation	233 Oak Meadow Drive				Los Gatos	CA	95032	
Solomon Asefaw		[Address on File]						
Sonic Software Corporation	14 Oak Park				Bedford	MA	01730	
Sonic Software Corporation	14 Oak Park				Bedford	MA	01730	
Sonic Software Corporation	14 Oak Pk				Bedford	MA	01730	
Sprint 0070819637 9	PO Box 79125				City Of Industry	CA	91716-9125	
Sprint 0144947826 1	PO Box 79357				City Of Industry	CA	91716-9357	
Sprint Data Svcs	PO Box 930331				Atlanta	GA	31193-0331	
Sprint Pcs 0063064768 2	PO Box 79357				City Of Industry	CA	91716-9357	
Sprint Spectrum L.P. (d/b/a Sprint)	Attention: Senior Director, Business Sales & Support	6130 Sprint Parkway			Overland Park	KS	66251	
Sprint Spectrum L.P. (d/b/a Sprint)	Attention: General Counsel	6130 Sprint Parkway			Overland Park	KS	66251	
Sprint/United Management Company	Michelle D. Gottstein	Corporate Headquarters	2001 Edmund Halley Dr		Reston	VA	20191	
SRI Consulting Business Intelligence	Stephen Baughman	333 Ravenswood Avenue			Menlo Park	CA	94025	
Stacey Weaver		[Address on File]						
Sterling Investments	Douglas L. Newhouse	285 Riverside Ave Ste 300			Westport	CT	06880	
Steve Conlisk		[Address on File]						
Steve Wollenberg		[Address on File]						
Strategis Client Services	Industry Canada	803 280 Albert St			Ottawa	ON	K1P 5G8	Canada
Strategy.com Incorporated	8000 Towers Crescent Drive	Suite 1400			Vienna	VA	22182	
Stripes Group	Brennon Garrett	70 East 55th St	15th Floor		New York	NY	10022	
Subhasri Rajagopalan		[Address on File]						
Subramanian Mahesh		[Address on File]						
Subramanian Peruvemba		[Address on File]						
Suena Johnson		[Address on File]						
Sun Microsystems, Inc		4150 Network Circle			Santa Clara	CA	95054	
Sybase	Marty J. Beard Dan Carl Mark Wilson	One Sybase Dr			Dublin	CA	94568	
Synnex Information Technologies, Inc.	1041 E. Butler Road, Suite 1200				Greenville	SC	29607	
Tammy Vinton		[Address on File]						
Tanner Installations	6548 Brock St.				Dublin	OH	43017	
Team Telematics, LLC	Brian Tsuchiya							
TechnoCom	Khaled Dessouky	16133 Ventura Boulevard	Suite 500		Encina	CA	91436	
Technology Electronics Solutions	Nick Walker							
Ted Rockcastle		[Address on File]						
TELA Wireless Devices Inc.	Germain Proulx	420 Main Street East	Suite #516		Milton	ON	L9T5G3	Canada
Telcontar	4 North Second Street, Suite 950				San Jose	CA	95113	
Telcontar	4 North Second Street, Suite 950				San Jose	CA	95113	

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Telcontar	Four North Second St Ste 950				San Jose	CA	95113	
Telcontar	4 North Second St Ste 950				San Jose	CA	95113	
Tele-Mobile Company	200 Consilium Place	Suite 1600			Scarborough	ON	M1H3J3	Canada
Telenavigation Inc	2975 San Ysidro Way				Santa Clara	CA	95051	
Telesector Resources Group, Inc.	H. Malinowski	240 E. 38th Street			New York	NY	10016	
Teletouch	Kip Hyde	5718 Airport Freeway			Ft. Worth	TX	76117	
Televigation	Alyxia T. Do	265 Santa Ana Court			Sunnyvale	CA	94086	
Televigation	Alyxia T. Do	265 Santa Ana Court			Sunnyvale	CA	94086	
Telex Communications, Inc.	Chris Langdon	Attn: Greg Weibert	12000 Portland Avenue South		Burnsville	MN	55337	
TEMIC Sprachverarbeitung GmbH	Dr. Mathias Gollwitoer	Soefflinger Str. 100			D-89077 Ulm			Germany
TenSquare Inc.	Ten Square International Inc.	1454 30th St. Unit 206			West Des Moines	IA	50325	
TenSquare Inc.	TENSQUARE gmbh	Wilhelminenstr. 29			Gelsenkirchen		45881	Germany
Terion	Ken Cranston	5465 Legacy Dr Ste 700			Piano	TX	75024	
Thales	Jean-Louis Moraud	45 Rue de Villiers	Neuilly sur		Seine Cedex		92526	France
	Trevor Price							
The Apache Software Foundation		1901 Munsey Dr			Forest Hill	MD	21050-2747	
The Boeing Company	D. A. Laxton	2201 Seal Beach Boulevard			Seal Beach	CA	90740-5603	
The Boeing Company	D. A. Laxton	100 North Riverside			Chicago	IL	60606	
The Brix Group Inc	541 Division St				Campbell	CA	95008	
The Carlyle Group	Allan Thygesen	1001 Pennsylvania Avenue, NW			Washington	DC	20004-2505	
The Internet MainStreet, Inc.	101 First St PMB 802				Los Altos	CA	94022	
The Next Market	A. J. Menuzzi							
The O'Gara Group, Inc.	Bill O'Gara	8180 Corporate Park Drive	Suite 301		Cincinnati	OH	45242	
Thelen Reid & Priest LLP	225 West Santa Clara St 1200				San Jose	CA	95113-1723	
ThingMagic, LLC	Ravikanth Pappu	One Broadway	14th Floor		Cambridge	MA	02142	
Thomas O'Gara Family Trust	co MobileAria	800 W El Camino Real	Ste 240		Mountain View	CA	94040	
Thomas O'Gara Family Trust	co Thomas OGara &	Paul Wassenaar Esq	2223 Avenida Dela Playa No 104		La Jolla			
						CA	92037	
Thomas OGara		88833 West Olympic Blvd			Beverly Hills	CA	90212	
Thomas Ogara Reimb	112 Price Ln				Bellevue	ID	83313-5126	
Thomas Wainwright		[Address on File]						
Thomas Wood		[Address on File]						
Three Rivers Cellular	413 Kurt Drive				Pittsburgh	PA	15243	
TMW Systems, Inc.	Jeffrey Ritter	TMW Technology Plaza	21111 Chagrin Boulevard		Beachwood	OH	44122	
Todd Winkler		[Address on File]						
Tom Baird (individual)								
Tom O'Gara		[Address on File]						
Tom Ogara Family Trust	Silver Springs Ranch	112 Price Ln			Bellevue	ID	63313-5126	
Tom Ogara Trustee		112 Price Lane			Bellevue	ID	83313	
TomTom	Harold Goddijn	Rembrandtplein 35			Amsterdam	CT	1017	Netherlands
	Marina M. Wyatt							
Tony Eales	TRafficmaster teletrac	7391 Lincoln Way			Garden Grove	CA	92841-1428	
Toshiba America Inc	1251 Avenue of the Americas	Suite 4110			New York	NY	10020	
Toshiba Financial Services	PO Box 790448				St Louis	MO	63179-0448	
Trade Debt Net	PO Box 1487				West Babylon	NY	11704	
TrafficCast	Jing (Connie) Li	2122 Luann Lane			Madison	WI	53713	
Trafficmaster (Teletrac)	Tony Eales	7391 Lincoln Way			Garden Grove	CA	92841-1428	
Transport International Pool, Inc.	426 West Lancaster Avenue				Devon	PA	19333	
Travelers Casualty Surety	Tammy Stamp	Broker Felice Insurance	738 North First St		San Jose	CA	95112	
Trilon Corporation	Les Hadden	1815 Touby Pike			Kokomo	IN	46901	
Trimble Navigation	Mark A. Harrington	935 Stewart Drive			Sunnyvale	CA	94085	
Tsola, Inc.	1301 Shoreway Road	Suite 123			Belmont	CA	94002	
United States Attorney's Office	450 Golden Gate Avenue	11th Floor			San Francisco	CA	94102	
Unum Life Insurance Co	PO Box 406990				Atlanta	GA	30384-6990	
UPS	Susan F. Ward	UPS Corporate Headquarters	55 Glenlake Pkwy NE		Atlanta	GA	30328	
Ups	PO Box 894820				Los Angeles	CA	90189-4820	
US Attorney's Office	Southern District of New York	86 Chambers Street			New York City	NY	10007	
US Bancorp		1310 Madrid St	Ste 101		Marshall	MN	56258	
Vari Ghai	Digital Dispatch	11920 Forge Place			Richmond	BC	V7A 4V9	Canada
Varma Chanderraju		[Address on File]						
Verizon 969873638 00003	PO Box 4001				Inglewood	CA	90313-4001	

CreditorName	CreditorNoticename	Address1	Address2	Address3	City	State	Zip	Country
Verizon 969873638 00004	PO Box 4001				Inglewood	CA	90313-4001	
Verizon Services Corp	Philip Melone	240 East 38 Th St			New York	NY	10016	
Verizon Services Corp.	240 East 38 <sup>th</sup> Street				New York	NY	10016	
Verizon Services Corp.	Kim Schroeder	741 Zeckendorf Blvd. , 2 <sup>nd</sup> floor			Garden City	NY	11530	
Verizon Services Corp.	Margaret Sheppard	741 Zeckendorf Blvd., Room 617			Garden City	NY	11530	
Victor Shao		[Address on File]						
Victoria Vainshtok		[Address on File]						
Video Domain US	Ilan Zorman	970 Van Auker			Palo Alto	CA	94304	
Vijayaraghavan Doraiswami		[Address on File]						
Vinay Kodancha		[Address on File]						
Vincent Aragon		[Address on File]						
Vista Equity Partners / MDSI (Canada)	Jamie Ford	150 California Street	19th Floor		San Francisco	CA	94111	
Visual Data Corporation	George G. Stemper Jr.	1291 SW 29th Avenue			Pompano Beach	FL	33069	
Vladimir Chernov		[Address on File]						
Vladimir Dubrovsky		[Address on File]						
Vladimir Stepanov		[Address on File]						
Voice Access Technologies, Inc.	R. Michael Elder	170 Knowles Drive	Suite 200		Los Gatos	CA	95932	
Volt Delta Resources, Inc.	Anthony Donato	2401 North Glassell Street			Orange	CA	92865	
Volvo Penta of the Americas, Inc.		1300 Volvo Penta Dr			Chesapeake	VA	23320-9860	
VRV Design Pvt Ltd.	Bert Q. Vlaanderen	#325 6Fl-1 Roosevelt Rd	Sec 3		Taipei		106	Taiwan
VRV Design Pvt Ltd.	H. Kantilal Compound	Sir MV Road 1st Fl	Sakinaka Andheri		Mumbai		40072	India
Wabash National	William Gruebel	PO Box 6129			Lafayette	IN	47903	
Wavemakers	Richard Sones	134 Abbott St Ste 302			Vancouver	BC	V6B 2K4	Canada
Wayland Systems	Meilir Page-Jones							
Weatherbank, Inc.	Michael R. Root	1015 Waterwood Parkway	Suite J		Edmond	OK	73034	
Webraska Mobile Technologies, S.A.	Jeffrey Riggs	39555 Orchard Hill Place	Suite 600		Novi	MI	48375	
Webraska Mobile Technologies, S.A.	78 306 Poissy Cedex				3 rue Gustave Eiffel			France
Webraska Mobile Technologies, S.A.	Jeffrey Riggs	39555 Orchard Hill Place	Suite 600		Novi	MI	48375	
Webraska Mobile Technologies, S.A.	78 306 Poissy Cedex				3 rue Gustave Eiffel			France
Website - Corporate HQ	Synnex Corporation	44201 Nobel Drive			Fremont	CA	94538	
Wei Wang		[Address on File]						
WhereNet Corp.	Sean O'Connell	2858 De La Cruz Boulevard			Santa Clara	CA	95050	
Wing Wong		[Address on File]						
Wireless Matrix	Rich Carlson	12369-B Sunrise Valley Drive			Reston	VA	20191	
WirelessCar	Gary Hallgren	111 Pacifica	Suite 200		Irvine	CA	92618	
Worldwide Business Research Usa	535 5th Ave 8th Fl				New York	NY	10017-2045	
Worldwide Express	2540 North First St Ste 108				San Jose	CA	95131	
Wynnchurch	John Hatherly Ian Kirson Cory Gaffney	Two Conway Park	150 Field Dr Ste 165		Lake Forest	IL	60045	
XATA	Mark Ties	151 E. Cliff Road, Suite 10			Burnsville	MN	55337	
Xoriant corporation	Venky Varadarajan	5400 Betsy Ross Drive	Suite 200		Santa Clara	CA	95054	
Xtrasource, Inc.	Richard K. Tyler	2245 Enterprise Parkway East			Twinsburg	OH	44087	
Xtrasource, Inc.	Richard K. Tyler	2245 Enterprise Parkway East			Twinsburg	OH	44087	
Yahoo! Inc.	Pursi Rajani	701 First Avenue			Sunnyvale	CA	94089	
Yong Tian		[Address on File]						
Zoya Ferdowsian		[Address on File]						

## **EXHIBIT J**

Pg 176 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Adolfo Jorge Silva	Address Redacted				
Ahmed Trabelsi	Address Redacted				
Alan D Fiscus	Address Redacted				
Alberto Rojas Alvarez	Address Redacted				
Albrecht Manz	Address Redacted				
Alejandro Dallolio	Address Redacted				
Alfonso Frauendorff Faubel	Address Redacted				
Andreas Hunscher	Address Redacted				
Andrew Brown	Address Redacted				
Andrew J Stewart	Address Redacted				
Angel Armando Botti	Address Redacted				
Anil Verma	Address Redacted				
Ann H Macrino	Address Redacted				
Anna S Thomas	Address Redacted				
Antony Humphreys	Address Redacted				
Armando Puentes	Address Redacted				
Arnaud Gandon	Address Redacted				
Arthur R Jackson	Address Redacted				
Ashok B Ramaswamy	Address Redacted				
Atul Pasricha	Address Redacted				
Barbara A Sanders	Address Redacted				
Barry F Goodrich	Address Redacted				
Bastiaan C Timmers	Address Redacted				
Beatriz Irene Arrieta	Address Redacted				
Beng Huat Quah	Address Redacted				
Bennie I Frey	Address Redacted				
Bernard J Quick	Address Redacted				
Bernd Bahlke	Address Redacted				
Bernhard Mrosek	Address Redacted				
Bethany M Bernthal	Address Redacted				
Bette M Walker	Address Redacted				
Beverly J Gaskin	Address Redacted				
Bradley J Maggart	Address Redacted				
Bradley N Mc Kean	Address Redacted				
Brian Eichenlaub	Address Redacted				
Brian M Anstey	Address Redacted				



Pg 177 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Brian P Altenberger	Address Redacted				
Brian Phillip Lowe	Address Redacted				
Bruce E Sing	Address Redacted				
Bruce G Parkinson	Address Redacted				
Bruce J Hildenbrand	Address Redacted				
C David Wright	Address Redacted				
Carl J Birchmeier	Address Redacted				
Carlos G Peredo	Address Redacted				
Carlos Levese James	Address Redacted				
Carlos Luis Real Storniolo	Address Redacted				
Carlos Santos	Address Redacted				
Carol M Kemmer	Address Redacted				
Carrie L Anderson	Address Redacted				
Catherine Dupont Gatelmand	Address Redacted				
Cesar Salaiz	Address Redacted				
Charles E Brown	Address Redacted				
Charles H Cook	Address Redacted				
Charles H Gifford	Address Redacted				
Charles K Clevenger	Address Redacted				
Charles Lee Goad	Address Redacted				
Charles M Mc Wee	Address Redacted				
Charles R Robinson	Address Redacted				
Cheryl A Chiuchiarelli	Address Redacted				
Cheryl A Kilborn	Address Redacted				
Choon T Chon	Address Redacted				
Chris E Muhlenkamp	Address Redacted				
Christina J Cattell	Address Redacted				
Christoph Egel	Address Redacted				
Christophe JeanPaul Sevrain	Address Redacted				
Christopher J DeSautel	Address Redacted				
Christopher J Morris	Address Redacted				
Christopher P Arkwright	Address Redacted				
Christopher P Laboskey	Address Redacted				
Clarence Grier	Address Redacted				
Clayton L Nicholas	Address Redacted				
Clyde J Fabrizio	Address Redacted				

Pg 178 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Coy J Ramsey	Address Redacted				
Craig R Kellogg	Address Redacted				
Curtiss F Quirin	Address Redacted				
Cynthia D Farrer	Address Redacted				
Cyrille Emelianoff	Address Redacted				
D Scott Mitchell	Address Redacted				
Dae Un Lee	Address Redacted				
Dal Soo Kwon	Address Redacted				
Dale L Hostetler	Address Redacted				
Dale R Stelmach	Address Redacted				
Dan W Salmons	Address Redacted				
Dana F Fidler	Address Redacted				
Daniel B Crishon	Address Redacted				
Daniel D Dralle	Address Redacted				
Daniel E Warrell	Address Redacted				
Daniel J Berberich	Address Redacted				
Daniel J Sebillaut	Address Redacted				
Daniel Rosales	Address Redacted				
Daniel T Hennessy	Address Redacted				
Danny G Renick	Address Redacted				
Darrell R Kidd	Address Redacted				
David A Burgner	Address Redacted				
David A Dean	Address Redacted				
David Allen Bayles	Address Redacted				
David B Wohleen	Address Redacted				
David C Barbeau	Address Redacted				
David E Flatt	Address Redacted				
David E Helton	Address Redacted				
David Friday	Address Redacted				
David G Bodkin	Address Redacted				
David G Pettyes	Address Redacted				
David H Knill	Address Redacted				
David J Logozzo	Address Redacted				
David L Krausch	Address Redacted				
David M Croft	Address Redacted				
David M Sherbin	Address Redacted				

Pg 179 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
David Marshall Andrews	Address Redacted				
David P Kauppila	Address Redacted				
David P Wood	Address Redacted				
David R Aden	Address Redacted				
David R Kessler	Address Redacted				
David T Maschoff	Address Redacted				
David W Patterson	Address Redacted				
Deborah Lee Ayers	Address Redacted				
Debra E Poppas	Address Redacted				
Debra J Bittner	Address Redacted				
Debra S Alexander	Address Redacted				
Delbert E Anderson	Address Redacted				
Denise C Olbrecht	Address Redacted				
Dennis E Grable	Address Redacted				
Dennis E Grable	Address Redacted				
Dennis O Webster	Address Redacted				
Dennis S Hoeg	Address Redacted				
Derek B Kolano	Address Redacted				
Derrick A Black	Address Redacted				
Derrick M Williams	Address Redacted				
Detlev Schoeppe	Address Redacted				
Diane L Kaye	Address Redacted				
Diane M Fries	Address Redacted				
Didier Varloteaux	Address Redacted				
Diedrich Von Behr	Address Redacted				
Dieter Barowski	Address Redacted				
Dominic Yuklam Seto	Address Redacted				
Donald E Whitt	Address Redacted				
Donald L Deptowicz	Address Redacted				
Donald R Parshall	Address Redacted				
Donna L Greenbury	Address Redacted				
Douglas R Gruber	Address Redacted				
Douglas T Quada	Address Redacted				
Duane A Bolinger	Address Redacted				
Edgard Wolf	Address Redacted				
Edson Brasil Da Silva	Address Redacted				

Pg 180 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Edward E Goettl	Address Redacted				
Edward Martin	Address Redacted				
Edward R Arbitter	Address Redacted				
Edward T Di Enno	Address Redacted				
Edward W Northern	Address Redacted				
Elizabeth A Hubbard	Address Redacted				
Elizabeth A Patrick	Address Redacted				
Elizabeth Schwarting	Address Redacted				
Elizabeth V Schroeder	Address Redacted				
Eren Gitmis	Address Redacted				
Eric Duvall	Address Redacted				
Erin N Anheier	Address Redacted				
F Allen Ladd	Address Redacted				
F Timothy Richards	Address Redacted				
Faris Alsagoff	Address Redacted				
Flavio C Costa	Address Redacted				
Floyd M Mccurdy	Address Redacted				
Foong Chee Too	Address Redacted				
Francis P Kuplicki	Address Redacted				
Francisco A Ordonez	Address Redacted				
Francisco Jose Hernandez	Address Redacted				
Francisco Varela Losada	Address Redacted				
Francois Degueldre	Address Redacted				
Francois Lhomme	Address Redacted				
Francois Van Der Wielen	Address Redacted				
Fred J Bellar	Address Redacted				
Frederick William Luethge	Address Redacted				
Gabor Deak	Address Redacted				
Gael Escribe	Address Redacted				
Gary A Cameron	Address Redacted				
Gary A Lennon	Address Redacted				
Gary C AbUSmra	Address Redacted				
Gary J Bertolini	Address Redacted				
Gary J Siddall	Address Redacted				
Gary L Stahl	Address Redacted				
Gay R Terry	Address Redacted				

Pg 181 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Gene R Hawkins	Address Redacted				
George A Duncan	Address Redacted				
George F Mansfield	Address Redacted				
Gerald Scott Graham	Address Redacted				
Gerard M Roose	Address Redacted				
Gerhard Mertes	Address Redacted				
German Perez Casanova	Address Redacted				
Glen William Devos	Address Redacted				
Glenn M Howarth	Address Redacted				
Gordon J Welsh	Address Redacted				
Gregory A White	Address Redacted				
Gregory D Kochendorfer	Address Redacted				
Gregory G Richards	Address Redacted				
Gregory P Allen	Address Redacted				
Guy C Hachey	Address Redacted				
Guy W Morgan	Address Redacted				
Harry G Rudolph	Address Redacted				
Harry W Wagner	Address Redacted				
Hector Gutierrez	Address Redacted				
Henry A Sullivan	Address Redacted				
Herbert E Blank	Address Redacted				
Herman H Chang	Address Redacted				
Hidehiro Tanigawa	Address Redacted				
Hiromichi Kamimura	Address Redacted				
Horst D Mindt	Address Redacted				
Ian Arthur Voce	Address Redacted				
Ignacio Siqueiros	Address Redacted				
Indresh Kumar	Address Redacted				
Ivo Luiz Davanzo	Address Redacted				
Jacquelyn C Polk	Address Redacted				
Jacques Rabilier	Address Redacted				
James A Bertrand	Address Redacted				
James A Spencer	Address Redacted				
James C Cargile	Address Redacted				
James D Blackburn	Address Redacted				
James E Riedy	Address Redacted				

Pg 182 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
James Garcia	Address Redacted				
James J Giardino	Address Redacted				
James L Winiarski	Address Redacted				
James Michael Enzor	Address Redacted				
James P Walle	Address Redacted				
James P Whitson	Address Redacted				
James R Ray	Address Redacted				
James W Borzi	Address Redacted				
James W Miller	Address Redacted				
James W Woolfolk	Address Redacted				
James Zizelman	Address Redacted				
Janet Elizabeth Powell	Address Redacted				
Jang Siem	Address Redacted				
Janice P Harmeyer	Address Redacted				
Javier Perez Hidalgo	Address Redacted				
Jean Jacques Lambert	Address Redacted				
Jean Josep Botti	Address Redacted				
Jean Maurice Imbert	Address Redacted				
Jeffery K Jones	Address Redacted				
Jeffery M Peterson	Address Redacted				
Jeffrey A Miller	Address Redacted				
Jeffrey J Owens	Address Redacted				
Jeffrey M Krause	Address Redacted				
Jeffrey M Paprocki	Address Redacted				
Jeffrey T Gilbert	Address Redacted				
Jeffrey Weatherall	Address Redacted				
Jennifer A Williams	Address Redacted				
Jerry L Eaton	Address Redacted				
Jerry L Griffin	Address Redacted				
Jerry R Kirkland	Address Redacted				
Jesus Delafuente Olivas	Address Redacted				
Jimmy L Funke	Address Redacted				
Jinya Chen	Address Redacted				
Joachim W Buchholz	Address Redacted				
Joanne M PlattShenstone	Address Redacted				
Joanne T Burns	Address Redacted				

Pg 183 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Joe R Rice	Address Redacted				
John A Connor	Address Redacted				
John A Di Nicolantonio	Address Redacted				
John A Jaffurs	Address Redacted				
John A Robins	Address Redacted				
John A Sefcik	Address Redacted				
John Beres	Address Redacted				
John C Brooks	Address Redacted				
John C Novak	Address Redacted				
John D Holden	Address Redacted				
John D Sheehan	Address Redacted				
John G Pekarek	Address Redacted				
John J Kelly	Address Redacted				
John K Harris	Address Redacted				
John L Demarco	Address Redacted				
John M Eppolito	Address Redacted				
John M Fuerst	Address Redacted				
John M Matly	Address Redacted				
John M Petrie	Address Redacted				
John M Weber	Address Redacted				
John P Arle	Address Redacted				
John P Papin	Address Redacted				
John Paul Telesz	Address Redacted				
John R Glass	Address Redacted				
John R Hackett	Address Redacted				
John S McClearn	Address Redacted				
John T Anderson	Address Redacted				
John T Stanley	Address Redacted				
Jonathan R Stegner	Address Redacted				
Jonathan S Freeman	Address Redacted				
Jorge A Robles Delgado	Address Redacted				
Jorge Luis Cornejo	Address Redacted				
Jose A Avila	Address Redacted				
Jose Henriques	Address Redacted				
Jose Roberto Francisco	Address Redacted				
Josep Brun	Address Redacted				

Pg 184 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Joseph A Damato	Address Redacted				
Joseph D Campbell	Address Redacted				
Joseph D Long	Address Redacted				
Joseph D Piazza	Address Redacted				
Joseph E Papelian	Address Redacted				
Joseph M Perkins	Address Redacted				
Joseph M Rogers	Address Redacted				
Joseph P Gumina	Address Redacted				
Joseph T Boyle	Address Redacted				
Joseph V Dicarlo	Address Redacted				
Juan Aguilera	Address Redacted				
Juan Ramon Cuadra	Address Redacted				
Judith S Matzelle	Address Redacted				
Juergen Deussen	Address Redacted				
Jugal K Vijayvargiya	Address Redacted				
Karen Alexander McClain	Address Redacted				
Karen D Binder	Address Redacted				
Karen J Craft	Address Redacted				
Karen L Healy	Address Redacted				
Karen M Cobb	Address Redacted				
Karl L Bossung	Address Redacted				
Katherine A Lutgen	Address Redacted				
Katherine A Stando	Address Redacted				
Kay I Bustard	Address Redacted				
Kazumi Nakada	Address Redacted				
KehChung M Chao	Address Redacted				
Keith D Stipp	Address Redacted				
Kenneth A Diamond	Address Redacted				
Kenneth E Szymczak	Address Redacted				
Kenneth G Swan	Address Redacted				
Kenneth L Erickson	Address Redacted				
Kenneth L Zurek	Address Redacted				
Kevin F Smith	Address Redacted				
Kevin J Quinlan	Address Redacted				
Kevin M Butler	Address Redacted				
Kevin R Clancey	Address Redacted				



Pg 185 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Kevin R Heigel	Address Redacted				
Kristin E Berg	Address Redacted				
Kyle M Jones	Address Redacted				
Larry V Johnson	Address Redacted				
Larry W Graves	Address Redacted				
Laura J Marion	Address Redacted				
Laura Lamping Seyfang	Address Redacted				
Lawrence L Diaz	Address Redacted				
Lawrence R Gavin	Address Redacted				
Lawrence R Kennedy	Address Redacted				
Lester Wilkinson	Address Redacted				
Libero Fiorvento	Address Redacted				
Linos J Jacovides	Address Redacted				
Logan G Robinson	Address Redacted				
Lon A Offenbacher	Address Redacted				
Lori A Ostrander	Address Redacted				
Lori Ann Tremonti	Address Redacted				
Louis David Cairol	Address Redacted				
Lourdes M Montagano	Address Redacted				
Lucia Veiga Moretti	Address Redacted				
Luis Carlos Gonzalez	Address Redacted				
Luis Martins	Address Redacted				
Luiz Roberto Corrallo	Address Redacted				
Lynn A Eady	Address Redacted				
Lynne H Work	Address Redacted				
Majdi B Abulaban	Address Redacted				
Manfred Diedrich	Address Redacted				
Manuel Diaz	Address Redacted				
Marc C McGuire	Address Redacted				
Margaret M Fukuda	Address Redacted				
Mario Enrique Serrano	Address Redacted				
Marjorie H Loeb	Address Redacted				
Mark A Densmore	Address Redacted				
Mark A Lewis	Address Redacted				
Mark A Shasteen	Address Redacted				
Mark A Shost	Address Redacted				

Pg 186 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Mark Anthony Cassidy	Address Redacted				
Mark C Lorenz	Address Redacted				
Mark D Sabau	Address Redacted				
Mark G Chema	Address Redacted				
Mark Hester	Address Redacted				
Mark J Cashdollar	Address Redacted				
Mark J Heacox	Address Redacted				
Mark Joseph Cybulski	Address Redacted				
Mark R Weber	Address Redacted				
Mark S Brown	Address Redacted				
Mark Theriot	Address Redacted				
Martin Alberto Ham	Address Redacted				
Martin Conlon	Address Redacted				
Martin G Wells Astete	Address Redacted				
Martin J Reder	Address Redacted				
Martin Keitel	Address Redacted				
Martin P Sheridan	Address Redacted				
Mary Beth Sax	Address Redacted				
Mary E Gustanski	Address Redacted				
Mary E Lewis	Address Redacted				
Mary F Guendelsberger	Address Redacted				
Mary M Golla	Address Redacted				
Mary Schafer	Address Redacted				
Marybeth Cunningham	Address Redacted				
Maureen A Tackett	Address Redacted				
Mehmet Ergun	Address Redacted				
Michael A Balsei	Address Redacted				
Michael A Neuhalfen	Address Redacted				
Michael B Thoeny	Address Redacted				
Michael D Smith	Address Redacted				
Michael E Rayhill	Address Redacted				
Michael Gassen	Address Redacted				
Michael Heise	Address Redacted				
Michael J Byrne	Address Redacted				
Michael J Denton	Address Redacted				
Michael J Orris	Address Redacted				

Pg 187 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Michael J Wolf	Address Redacted				
Michael Leslie	Address Redacted				
Michael Neumann	Address Redacted				
Michael P Gannon	Address Redacted				
Michael P Richardson	Address Redacted				
Michael Scott Cone	Address Redacted				
Michael T Garland	Address Redacted				
Michael T Reagan	Address Redacted				
Michel Eschaliere	Address Redacted				
Michelle S Drage	Address Redacted				
Milton R Scheffler	Address Redacted				
Monique Guerrier	Address Redacted				
Moon C Tan	Address Redacted				
N Alison Jones	Address Redacted				
Nady Boules	Address Redacted				
Nagaraj Narayan	Address Redacted				
Nancy S Gougarty	Address Redacted				
Neal P Sweeney	Address Redacted				
Neal R Evans	Address Redacted				
Nicholas G Cassudakis	Address Redacted				
Nicholas P Hotchkin	Address Redacted				
Norman A Swanson	Address Redacted				
Norman D Young	Address Redacted				
Olivier Baldassari	Address Redacted				
Oscar Manuel Sanchez	Address Redacted				
P Matthew Pohlman	Address Redacted				
Pamela A Pitsenbarger	Address Redacted				
Patricia A Paulus	Address Redacted				
Patrick C Murtagh	Address Redacted				
Patrick J Stewart	Address Redacted				
Patrick M Griffin	Address Redacted				
Paul A Brent	Address Redacted				
Paul J Ainslie	Address Redacted				
Paul L Marshall	Address Redacted				
Paul R Van Heyningen	Address Redacted				
Paul Stanley Milburn	Address Redacted				

Pg 188 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Paul W Hegwood	Address Redacted				
Pedro J Maccou	Address Redacted				
Peter Gajewski	Address Redacted				
Peter Gresch	Address Redacted				
Peter J Longiotti	Address Redacted				
Peter Lakin	Address Redacted				
Phil Ramsey	Address Redacted				
Philip M Penn	Address Redacted				
Pierre Frongia	Address Redacted				
Pierre M Rayne	Address Redacted				
Pietro Ottavis	Address Redacted				
Pilar Albiac	Address Redacted				
R David Nelson	Address Redacted				
R Scott Bailey	Address Redacted				
Rachel G Baxter	Address Redacted				
Rachel S Heidenreich	Address Redacted				
Rachelle R Valdez	Address Redacted				
Rafael A Fernandez	Address Redacted				
Rainer Hermeling	Address Redacted				
Rakesh Kochhar	Address Redacted				
Ralph C Anderson	Address Redacted				
Ralph J Polehonki	Address Redacted				
Raul Cuellar	Address Redacted				
Raymond A Deibel	Address Redacted				
Raymond B Anton	Address Redacted				
Raymond L Johnson	Address Redacted				
Rebecca S Farless	Address Redacted				
Remi Kaiser	Address Redacted				
Rene Haep	Address Redacted				
Rhonda J Heytens	Address Redacted				
Richard A Betz	Address Redacted				
Richard C Lind	Address Redacted				
Richard D Birch	Address Redacted				
Richard E Erwin	Address Redacted				
Richard H Varner	Address Redacted				
Richard J Jok	Address Redacted				

Pg 189 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Richard J Ravas	Address Redacted				
Richard L Foster	Address Redacted				
Richard L Radecki	Address Redacted				
Richard P Nash	Address Redacted				
Robert C Gerling	Address Redacted				
Robert De Vaucorbeil	Address Redacted				
Robert H Sparks	Address Redacted				
Robert J Dellinger	Address Redacted				
Robert J Koval	Address Redacted				
Robert J Remenar	Address Redacted				
Robert K Arao	Address Redacted				
Robert K Lutz	Address Redacted				
Robert L Johnson	Address Redacted				
Robert L Katz	Address Redacted				
Robert L Wilson	Address Redacted				
Robert M Sigler	Address Redacted				
Robert Schueler	Address Redacted				
Robert Stevens Miller	Address Redacted				
Robert W Schumacher	Address Redacted				
Roberta C Rivers	Address Redacted				
Roberto Berry	Address Redacted				
Roberto Lozano	Address Redacted				
Rodney O'Neal	Address Redacted				
Rodney S Rosiek	Address Redacted				
Ronald E Jobe	Address Redacted				
Ronald G Sadler	Address Redacted				
Ronald L Beeber	Address Redacted				
Ronald M Pirtle	Address Redacted				
Ronald M Pogue	Address Redacted				
Ronald W Voigt	Address Redacted				
Rosalinda Torres	Address Redacted				
Rosemary F Foster	Address Redacted				
Russell H Bosch	Address Redacted				
Sae Keun Yoo	Address Redacted				
Sally E Male	Address Redacted				
Salvatore D Orsini	Address Redacted				

Pg 190 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Salvatore E Mutone	Address Redacted				
Salvatore Galante	Address Redacted				
Sandra A Thomas	Address Redacted				
Sandra E Gernhart	Address Redacted				
Sandra P Thompkins	Address Redacted				
Sandra Y McCulloch	Address Redacted				
Sangita Uppal	Address Redacted				
Sarah J Salrin	Address Redacted				
Scott A Kitkowski	Address Redacted				
Scott A McBain	Address Redacted				
Scott F Harris	Address Redacted				
Sean P Corcoran	Address Redacted				
Sebastian Schilling	Address Redacted				
Sergio Carrillo	Address Redacted				
Sergio Rodriguez	Address Redacted				
Shelley J Kiley	Address Redacted				
Shizuo Kato	Address Redacted				
Shrikant M Joshi	Address Redacted				
Sidney Johnson	Address Redacted				
Stefaan Vanderveelde	Address Redacted				
Stefan Glober	Address Redacted				
Stefan V Chmielewski	Address Redacted				
Stephen D Gillespie	Address Redacted				
Stephen H Olsen	Address Redacted				
Stephen L Davey	Address Redacted				
Stephen M Burke	Address Redacted				
Stephen M Constable	Address Redacted				
Stephen M Irwin	Address Redacted				
Stephen Newton Rohr	Address Redacted				
Stephen P Gale	Address Redacted				
Stephen V Duca	Address Redacted				
Steve D Clemons	Address Redacted				
Steve Gregory	Address Redacted				
Steven A Kiefer	Address Redacted				
Steven E Daniels	Address Redacted				
Steven J Galle	Address Redacted				

Pg 191 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
Steven K Gaut	Address Redacted				
Steven L Gebbia	Address Redacted				
Steven M Baird	Address Redacted				
Steven P De Raedt	Address Redacted				
Steven W Hartwig	Address Redacted				
SUSn E Sheperd	Address Redacted				
Suzanne Marie Kihn	Address Redacted				
Sylvia L Hill	Address Redacted				
Terry Troutman	Address Redacted				
Terry Willingham	Address Redacted				
Theodore G Seeger	Address Redacted				
Theodore H Lewis	Address Redacted				
Theresa A Brown	Address Redacted				
Thomas C Goesch	Address Redacted				
Thomas D Goodman	Address Redacted				
Thomas J Green	Address Redacted				
Thomas J Puza	Address Redacted				
Thomas N Twomey	Address Redacted				
Thomas P Gold	Address Redacted				
Thomas Smith	Address Redacted				
Timothy G Forbes	Address Redacted				
Timothy J Knutson	Address Redacted				
Timothy J Skinner	Address Redacted				
Timothy M Hamashuk	Address Redacted				
Todd I Tilton	Address Redacted				
Tonya D Goodier	Address Redacted				
Tracy A Krause	Address Redacted				
Ubaldo De La Hoya	Address Redacted				
Udo Rudolf Krauss	Address Redacted				
Vincent Fagard	Address Redacted				
Vincent M Wenos	Address Redacted				
Vincent R De Zorzi	Address Redacted				
Volker J Barth	Address Redacted				
Werner Engler	Address Redacted				
William A Dean	Address Redacted				
William A Lafontaine	Address Redacted				

Pg 192 of 196  
Delphi Corporation  
KECP Special Parties

Company	Address	City	State	Zip	Country
William B Hanna	Address Redacted				
William D Cornwell	Address Redacted				
William D Lloyd	Address Redacted				
William E Schaid	Address Redacted				
William F Eagen	Address Redacted				
William G Dierkes	Address Redacted				
William G Vance	Address Redacted				
William H Gillespie	Address Redacted				
William H Guggina	Address Redacted				
William H Morris	Address Redacted				
William Jr Cosnowski	Address Redacted				
William M Jenkins	Address Redacted				
William Martin	Address Redacted				
William P Elia	Address Redacted				
William R Gray	Address Redacted				
William S Bowers	Address Redacted				
William S Pfarrer	Address Redacted				
Wolfgang Engelmann	Address Redacted				



# **EXHIBIT K**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	EMAIL
Harbinger Capital Partners Master Fund I, Ltd.	White & Case LLP	Timothy Mulvey	1155 Avenue of the Americas	New York	NY	10036-2787	<a href="mailto:tmulvey@ny.whitecase.com">tmulvey@ny.whitecase.com</a>

# **EXHIBIT L**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
AT Kearney	Jonathan Stegner General Director	2000 Town Center	Suite 1600	Southfield	MI	48075